

Our fair contract terms

Stand 07/2024

Terms of a contract are a necessity. We have made every effort to compile the following contract terms comprehensibly and fairly, taking into account the interests of our customers in a balanced manner. The acceptance and performance of aftersales service and supply contracts are governed exclusively by the conditions below. Deviating, conflicting or supplementary General Terms and Conditions shall not form part of this contract, even where acknowledged, unless the applicability of these is expressly agreed in writing.

1. Conclusion of contracts/price lists

Our quotations are subject to change without notice. Technical amendments or changes to form, colour and/or weight are within the framework of reasonable reservation. A contract comes into being only with our written order confirmation. Deliveries and services are charged in accordance with the respectively applicable price lists unless a special written agreement has been made in an individual case. Conclusion of contracts takes place subject to correct and ontime deliveries to ourselves on the part of our suppliers. This only applies where the non-delivery is not our responsibility.

2. Delivery date/due date of purchase price

The delivery date is the day of shipping or readiness for shipping. In principle, our invoices are dated with this day. The criterion for calculating the due date for the purchase price is the invoice date.

If, when the purchase price becomes due, our customer has yet to install the devices supplied, he shall be entitled to withhold 5% of the invoiced amount as a performance bond up until faultfree commissioning has taken place, but up to a maximum of three months. If the period allowed for payment is exceeded, we will charge financing costs of 9% above the base interest rate (§ 288 section 2 German Civil Code).

3. Retention of title/resale

Until full payment of all of our present and future claims arising from the delivery and service contracts in place with the customer (secured claims), we retain ownership of the delivered goods.

The customer is obliged to treat the delivered goods with care, and in particular to insure them adequately, at the customer's own expense and at replacement value, against damage due to fire, water and theft.

Before full payment of the secured claims, the customer may neither pledge to third parties the delivered goods subject to retention of title nor assign them as securities.

In the event that the realisable value of the securities exceeds our claims by more than 20%, we will release securities of our choice at the request of the customer.

4. Transfer of risk/transport insurance

This risk of accidental destruction or deterioration of the goods is transferred to the buyer upon handover; in the case of distance sales, it is transferred upon dispatch to the forwarding agent, carrier or other person charged with performing shipment. Transport insurance providing cover exceeding statutory forwarding agent's/roadrail insurance policies will only be agreed at the specific request of our customer.

5. Warranty

In the event that the customer is unaware of the required performance of an air humidification or water conditioning system in his specific usage case, then our offer will be based on empirical values. For this reason, our warranty is fundamentally restricted to the defined features deriving from our product specifications. It does not provide for the preservation of a specific humidity or water quality, because these are invariably determined by factors beyond our sphere of influence, such as open windows, malfunctions of air conditioning systems, fluctuations in water quality, etc. In addition to this, public statements, recommendations and advertising on our part do not constitute feature specifications of devices under the terms of this contract.

The following warranty applies in respect of Condair products:

- 5.1. A warranty period of two years within Germany and the European Union and of one year outside the European

Union from the delivery date shall apply. This is not the case for reverse osmosis membranes, which have a warranty period of one year.

- 5.2. In principle, defects to purchased systems are remedied through the supply of replacement parts. Shipping costs are borne by us.
- 5.3. Replacement at the customer company is performed by the buyer or, where necessary, by an installation engineer to be appointed by the buyer. We will reimburse the necessary costs arising from the replacement upon presentation of appropriate written verification.
- 5.4. The statutory warranty period applies in respect of replacement deliveries performed by us; however, the minimum warranty shall extend until the expiry of the originally agreed warranty period (two years).
- 5.5. If the repair/replacement should fail to remedy the defect, then our customer will of course be entitled to rescind the contract or lower the agreed price.
- 5.6. Maintenance and repair of Condair products demands specialised product knowledge. Incorrectly performed maintenance and repair can result in the risk of occupational health hazards (pulmonary diseases, etc.). For this reason, no warranty claims or liability shall apply where any of the following occur after commissioning:

- Intervention was made into devices sealed by means of seals or locks;
- Work was performed on devices by persons other than our aftersales staff or qualified personnel specially trained by us;
- Changes were made to the installations or placings of devices as recommended and performed by us, unless these changes were agreed in writing with our aftersales staff;
- Installation and operation instructions were not observed;
- Inappropriate supply media (water, compressed air, electricity) were introduced into Condair systems.

6. Limitation of liability

In the case of breaches of duty resulting from minor negligence, our liability shall be restricted to immediate damage normally foreseeable and typical to the contract in respect of the device type. This also applies to breaches of duty resulting from minor negligence on the part of our legal representatives or accessories. We shall not be liable for minor negligent breaches of minor contractual obligations.

The limitation of liability described above does not apply to claims of the customer resulting from product liability; nor does it apply to injury to persons or health for which we may be held responsible.

7. Jurisdiction/applicable law

German law is applicable in all cases, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Exclusive place of jurisdiction is Norderstedt.