

General Terms and Conditions for Services of Helios Ventilatoren GmbH + Co KG.

**Priority of the German version:
The German version (available at
heliosventilatoren.de) has priority in
case of deviations from this English
version.**

1. Scope

1.1 The following General Terms and Conditions for Services shall apply exclusively for all services of Helios Ventilatoren GmbH + Co KG (hereinafter referred to as "we"). They shall apply for all current and future business relationships with entrepreneurs (§ 14 of the German Civil Code), legal persons under public law or special funds under public law (hereinafter: "Client").

1.2 The Client's contractual conditions are hereby contradicted. The Client's contractual conditions shall not form a part of the contract, even if we do not expressly contradict them.

1.3 We reserve the right to decline requests for services, especially if the requests were not first directed to the seller of the respective products and/or if the Client is not willing to send us the products instead of an on-site assignment, despite our request.

2. Services / performance test, acceptance

2.1 In particular, our services include support with commissioning, troubleshooting and repairs (including installation of spare parts, wear parts and other parts installed by us in connection with the performance of service work). They refer exclusively to the products manufactured and delivered by us. Systems or system components provided on site are not part of our service; Helios does not provide any construction services.

2.2 Furthermore, there shall be no inspection/assessment of the system as a whole, the system provided on site or other system components, unless this has been expressly agreed with us in writing.

2.3 All replaced parts during the service shall become our property. Spare parts installed by us shall remain our property until complete fulfilment of all claims to which we are entitled from the entire business relationship with the Client.

2.4 Services require our written order confirmation. This alone is decisive for the conditions and scope of the service. We shall be entitled to have the service carried out by external service partners.

2.5 The service dates specified by us shall be non-binding, unless we have expressly agreed binding dates with the Client.

2.6 The Client shall support us with the clarification of all technical questions and submit all requested documentation and evidence.

The specification of dates is based on the assumption that the Client has fulfilled his/her corresponding obligations, otherwise we can reschedule the dates at our reasonable discretion or, in case of non-fulfilment

of the Client's obligations to cooperate despite prior warning and setting of a deadline, terminate the service order.

2.7 In case of default in delivery or service on our part or if a delivery or service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with section 6 of these General Terms and Conditions for Services.

2.8 The Client must check and approve the services promptly upon completion. Minor defects must be documented and shall not entitle the Client to refuse acceptance.

If the acceptance is delayed through no fault of our own, acceptance shall be deemed granted one week following the notice of readiness for acceptance.

2.9 The Client must immediately give notice of identified defects. He/she shall give us the opportunity to remedy the defect through subsequent performance.

If we are not given this opportunity or if repairs and/or modifications are carried out by the Client or third parties without our prior consent, we shall be released from our liability for defects.

2.10 If a client participates in our service assignments, he/she shall not have any claims to remuneration against us.

3. Remuneration, terms of payment

3.1 The prices are in Euros plus VAT (if and where applicable).

3.2 The remuneration of services shall be based on the actual costs incurred (the hours worked) or pre-agreed flat rates and the material costs incurred on the basis of the prices for customer services, materials and products at the time of order confirmation. Travel time shall be counted as regular working time plus the agreed mileage allowance in each case.

Travel time constitutes the period from leaving our premises, or the premises of an external partner in case of section 2.3 sentence 2, until reaching the assignment location, and vice versa.

3.3 Services which are not expressly stated in the order confirmation, but which are subsequently carried out at the Client's request or which are additionally required to execute the order, shall be charged in accordance with section 3.2.

3.4 Invoice amounts must be paid in full within 10 days of the invoice date, unless otherwise stipulated in the order confirmation or invoice.

The date payment is received by us is decisive for the payment date.

Any bank charges incurred in connection with the payment are not included in the invoice amount; these must be paid separately by the Client.

3.5 Cheques and bills of exchange shall only be accepted in lieu of payment.

The acceptance of bills of exchange shall require a special written agreement.

The Client shall bear the costs of discounting and collecting cheques. We shall not be liable for non-timely presentation and protesting.

3.6 If the Client is in default of payment, the outstanding amounts shall bear interest at 5 % p.a.; the right to assert higher interest rates on the basis of statutory provisions and additional damages in cases of default shall remain unaffected. Regardless of other claims for damages, we shall be entitled to defer our own contractual obligations until the arrears are paid in case of payment arrears for which we are not responsible.

3.7 The Client may only assert a right of retention or offset counterclaims which are undisputed, legally established or entail mutuality of obligation with respect to our claims.

3.8 If the Client does not fulfil his/her payment obligations, particularly if a cheque or bill of exchange is not honoured, his/her payments are discontinued or there is a serious deterioration in his/her financial position, all our claims shall be payable, even if we have accepted bills of exchange for them.

We are also entitled to demand advance payments or security deposits and we may withdraw from all current contracts if the security deposit or payment is not made. This shall not affect the right to the defence of uncertainty should it become apparent after contract conclusion that our claim for counter-performance is endangered due to the Client's lack of financial capacity, and the right to claim damages for non-performance. Claims for damages of the Client, even for consequential damages, shall be limited in accordance with section 6.

4. Cooperation of the Client

4.1 The Client shall provide us with the complete address details for the system location including the contact data for a person on site (address, telephone number and email address, if applicable). This person shall be reachable for us during the appointment and fully informed.

4.2 Services shall be commissioned exclusively in writing, usually via the forms provided by us.

4.3 The Client shall ensure that the services can be carried out without restriction on the agreed date and the information required to execute the order is disclosed to us in good time in advance. In addition to address and contact data according to section 4.1, this also includes the detailed system data, e.g. invoice, unit type (type plate), serial number, the age of the unit and the control accessories.

4.4 We are not obliged to check the provided documents and data for completeness and accuracy.

4.5 The Client shall be responsible for ensuring the conditions for the unrestricted provision of the service on the agreed date. In particular, these conditions include the lighting, power supply and free access to the necessary components through the provision of ladders and scaffolding if necessary, so that the assignment can be carried out and easily accessed in compliance with the applicable safety regulations.

4.6 If the services cannot be carried out or completed on the agreed date for reasons which lie in the Client's area of responsibility and for which he/she (or his/her vicarious agents) is responsible, we shall be entitled to claim damages.

Delays and additional expenses caused by the Client (particularly due to service changes or appointments culpably missed by the Client) shall be borne by the Client.

4.7 If we cannot carry out the work, even after expiry of a grace period set by us, due to the non-fulfilment of the Client's obligations to cooperate, we shall be entitled to withdraw from the service contract. We reserve all further rights.

4.8 In addition to these GTCs, the respective provisions in the corresponding service catalogue, which we are happy to provide on request and is also available on the internet, shall apply for services on the KWL®, AIR1 and TGA product series.

5. Warranty

5.1 If a service provided by us proves to be defective, we shall be obliged to remedy the defects by eliminating the defect or replacement delivery at our discretion.

5.2 We shall be entitled to make the owed subsequent performance dependent on the fact that the Client pays the remuneration due.

However, the Client shall be entitled to retain a reasonable part of the remuneration in proportion to the defect.

5.3 If the supplementary performance fails twice, the Client may reduce (decrease) the remuneration or withdraw from the contract. There is no right of withdrawal for a minor defect. In addition, the Client may claim damages in accordance with section 6.

Further claims for defects are excluded.

5.4 The limitation period shall not be extended by the remedy or replacement delivery.

6. Liability

6.1 With regard to breaches of essential contractual obligations for which we are responsible, i.e. contractual obligations, the fulfilment of which will characterise the contract and which make its proper implementation possible in the first place, we shall be liable in accordance with the statutory provisions.

With regard to all other breaches of obligation, we shall only be liable if damage has been caused intentionally or through gross negligence by one of our legal representatives, an employee or another vicarious agent.

6.2 Unless we are guilty of wilful misconduct, we shall only be liable for the typically foreseeable damage.

6.3 The liability under the German Product Liability Act shall remain unaffected; this shall also apply to liability for culpable injury to life, limb or health. If a guarantee is accepted, we shall be liable in accordance with the statutory provisions.

6.4 Unless otherwise specified above, claims for damages against us arising from breaches of obligations are excluded.

6.5 As far as our liability is excluded or limited, this shall also apply for the personal liability of our legal representatives, employees and other vicarious agents.

6.6 Claims for damages according to the above sections 6.2 to 6.4 shall be subject to statutory time limitation periods.

The limitation period for claims for defects is 12 months (except in case of malice and subject to section 6.7) and it begins on the delivery date or, if acceptance is necessary, the acceptance date.

In case of remedy, the limitation period of 12 months in relation to the remedied parts begins from the handover of the remedied item, provided we were obliged to remedy the defect.

6.7 A claim for damages for breach of a subsequent performance obligation shall only exist if the Client demands the subsequent performance and we have also breached our subsequent performance obligation during the 12 month limitation period according to section 6.6.

7. General provisions

7.1 German law shall apply exclusively for all legal relationships between us and the Client under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

7.2 The place of jurisdiction for all disputes arising out of the contractual relationship is the court responsible for our registered office. We are also entitled to assert our own claims at the place of jurisdiction of the Client at our discretion.

7.3 Furthermore, our General Terms and Conditions of Business shall apply as amended.