



General Terms and Conditions of LWT GmbH

1. Validity of the conditions

- 1.1. These Terms and Conditions shall take precedence over any deviating terms and conditions of the Client, unless the latter are accepted by the Contractor in writing.

No objection to the validity of the client's general terms and conditions is required in individual cases. These GTC shall only apply to entrepreneurs within the meaning of § 310 1BGB.
- 1.2. The content of the contract shall be governed by the Contractor's order confirmation or - in the absence thereof - the Contractor's offer. The Client shall receive the dimensions of the systems for further integration planning or assembly planning.
- 1.3. This installation planning is binding. to be made available to the Contractor for installation in the building structure (if installation has been agreed). Site management is not part of the assembly task. If the VOB/HOAI-compliant assembly planning is to be prepared by the Contractor, the costs for this shall be invoiced in accordance with HOAI, latest version, §74, fee zone II to HOAI. HOAI, latest version, §74, fee zone II to depending on the service phase.
- 1.4. The documents belonging to the offer - such as drawings, illustrations, weight and breakthrough specifications, etc. - are, unless expressly designated as binding at the request of the customer, only approximately authoritative. All property rights and copyrights to the offer, the attachments themselves and all documents are reserved. The offer and the documents may not be passed on, published or reproduced, nor used for any purpose other than the agreed purpose, without the approval of the supplier.
- 1.5. The offer is submitted on the condition that on-site work is only included in the offer if it has been expressly included in the offer.
 - a) the media used to operate the system (water, air, etc.) are not aggressive.
 - b) no hazardous substances within the meaning of the Hazardous Substances Ordinance, in particular substances containing asbestos, occur or are to be removed during the execution of the work that are not expressly specified in the service description according to type and scope.
 - c) If the customer does not provide his own flow measurements, the design standard of the devices is set to an outside air flow of 1.2 - 1.5 m/s (no negative building pressure).



1.6. All ancillary work (e.g. bricklaying, caulking, plastering, carpentry, earthworks, electrical work, painting) is not included in the offer unless it is listed separately in items with quantity and price. If they are carried out by the contractor, they shall be remunerated separately. The static requirements to enable standard assembly are the responsibility of the client.

1.7. A standard assembly comprises the following basic principles:

Mounting height up to 4 m

Building freedom

No heating connections and controls

No electrical supply lines

static requirements that allow fastening under normal conditions (e.g. retaining rails, threaded rods, normal trusses).

Auxiliary static structures such as load components, on which secure installation is possible with the usual fastenings to the building structure described, are preliminary work carried out on site. This includes in particular all constructions such as steel girder constructions drilled or welded to the building structure that require a separate structural analysis certificate that is not covered by the standard structural analysis approvals of the commercially available fastening materials.

2. Building documents and official approvals

2.1. The Client shall procure the permits required for the execution and operation of the system in good time at its own expense. If the Contractor assists him in this, the Client shall also bear the costs incurred.

3. Price and payment

3.1. The delivery prices in the offer shall only apply if the entire system offered is ordered with uninterrupted installation and subsequent immediate commissioning. Additional expenses due to interruptions in installation or postponed commissioning shall be recorded and invoiced on an hourly basis.

3.2. Unless otherwise agreed, prices are ex works Mönchengladbach.

3.3. The price quoted is an all-inclusive price. Any additional expenses will be invoiced in accordance with these contractual provisions.

3.4. For orders exceeding a total order value of EUR 10,000, the customer must make an advance payment of 30% as a deposit. If further advance payments are agreed for higher order sums, these shall be secured by a bank guarantee on the part of LWT GmbH. The bank guarantee must be returned to LWT GmbH no later than one day after the end of delivery or installation. Warranty claims justify the retention of



the payment or guarantee only if the supplier does not wish to provide subsequent performance, if the asserted defects give reason to fear that subsequent performance will be unsuccessful due to their seriousness or if the previous construction work gives reason to fear that subsequent performance will fail.

- 3.5. A delay in payment entitles the supplier to suspend its construction activities or to stop delivery.
- 3.6. Payment within 14 days with 2% discount, within 30 days of invoicing without deduction, plus the VAT applicable at the time of invoicing.
- 3.7. A delay in payment entitles the contractor to charge interest on arrears from the 30th calendar day after invoicing at a rate of 8% in accordance with § 288 (2) BGB above the currently valid bank discount rate. In addition, an expense allowance of Euro 5.00 shall be charged per reminder.
- 3.8. The Contractor shall not be obliged to accept bills of exchange; any bill charges shall be borne by the Client.
- 3.9. Fixed offer price: 2 months from date of offer.

4. Delivery tent | Delivery | Collection | Impossibility

- 4.1. Our delivery times are approximate.
- 4.2. Offers to conclude a firm deal shall be specially marked by the supplier.
- 4.3. Insofar as circumstances exist at the Purchaser at the time the order is placed which make it unnecessary to set a deadline in accordance with § 281II BGB, the Purchaser must inform the Supplier of this in writing. In this case, the Supplier shall be entitled to refuse to accept the order or to offer a different price. If the Buyer does not inform the Supplier of the circumstances, the Buyer may not invoke § 281II BGB.
- 4.4. A period of four weeks shall be deemed to have been agreed as a reasonable period for subsequent performance in accordance with Section 281 I BGB.
- 4.5. The Purchaser shall be free to choose the type of shipment and the choice of transport company.
- 4.6. If the Supplier and the Purchaser have agreed a debt to be collected and the Supplier has put the Purchaser in default of acceptance, the Purchaser shall be obliged to pay the Supplier a lump-sum compensation claim for the storage of the goods in the amount of EUR 500.00 per month. The Supplier shall be free to commission a third party to store the goods and to demand reimbursement of the resulting costs from the Purchaser. The assertion of further damages caused by delay shall not be excluded by this clause.



- 4.7. Claims for damages according to § 283 BGB are limited to 15% of the value of the goods, unless the claim is due to gross negligence or intent on our part or that of our vicarious agents and no damage to life, limb or health has occurred.

5. Retention of title and other securities

- 5.1. The supplier shall retain title to all goods sold until all claims arising from the business relationship have been satisfied in full.
- 5.2. In the ordinary course of business, the customer is entitled to resell the goods, to combine the goods with other movable or immovable property, to mix the goods with other movable property or to process the goods.
- 5.3. In the event that the goods are sold by the customer, the customer shall assign to the supplier its claim resulting from the sale in the amount of the purchase price of the goods sold. The Purchaser shall remain authorized to collect its purchase price claim.
- 5.4. The authorization to collect shall lapse in the event that the Purchaser is in default with the settlement of the purchase price claim for the resold goods. In the event of default, the supplier shall be entitled to notify the purchaser of the goods of the assignment of the purchase price claim
- 5.5. If the goods delivered by the supplier are combined with other items in accordance with Section 947 (1) or processed in accordance with Section 950 (1), the supplier shall acquire a co-ownership share in the newly created item in the amount of the delivery value of the processed goods subject to the supplier's retention of title. If the new item is encumbered with other reserved rights, the co-ownership share shall be limited by the value ratio to the other items subject to retention of title.
- 5.6. The purchaser is entitled to to sell items in which the Supplier has acquired co-ownership through this contract. The Purchaser assigns to the Supplier the claim to the purchase price or remuneration for work resulting from the sale in the amount of the Supplier's co-ownership share. The Purchaser shall be entitled to collect the claim insofar as it is not in default with the settlement of the purchase price claim for the goods constituting the co-ownership share. In the event of default, the Supplier shall be entitled to notify the purchaser of the assignment.
- 5.7. Insofar as the Purchaser combines the delivered goods with a property in accordance with § 946 BGB, it shall assign to the Supplier the resulting purchase price or claim for compensation for work in the amount of the purchase price of the delivered goods. The Purchaser shall be entitled to collect its claim as long as it is not in default of payment of the purchase price of the combined goods. In the event of default, the Supplier shall be entitled to notify the debtor of the assignment.

- 5.8. The assignment of claims assigned to the supplier as security is not permitted.
- 5.9. In the event of suspension of payments, application for insolvency proceedings by the customer or the opening of insolvency proceedings, the supplier shall be entitled to demand the surrender of the items owned by him as security. The same shall apply in the event that the Purchaser defaults on the settlement of claims. The authorizations granted to the Purchaser in this contract to dispose of, process or otherwise utilize the collateral property shall be deemed revoked. The assigned claims can be asserted directly by the supplier in these cases.

6. Assembly, execution deadline and information obligations for welding work

- 6.1. Execution deadlines shall only apply if they have been communicated to the supplier prior to conclusion of the contract and have been confirmed in writing by the supplier. The prerequisite for the start of installation is that the work on the building has progressed to such an extent that the installation can be carried out without hindrance. The execution period begins with the valid determination of all commercial and technical prerequisites for the execution of the installation, but not before the provision of the approval to be procured by the customer in accordance with Section II. and before receipt of the agreed payment or down payment. The execution period shall be deemed to have been met if the system can be operated, even if work, such as parts of the control system, etc., is not carried out until later.
- 6.2. All execution deadlines shall immediately lapse in the event of a delay in payment.
- 6.3. If the customer's preliminary work for a standard assembly (item 1. point 6) is not fulfilled at the start of assembly, this shall automatically result in a default notification at the expense of the customer.
- 6.4. Cutting, welding, assembly and/or soldering work is regularly carried out during the installation of technical building systems. The customer is therefore obliged to draw attention to any dangers (e.g. fire hazard in rooms or of materials) and to take all safety measures (e.g. provision of fire guards, fire extinguishing material, etc.). If this delays the installation, the resulting costs shall be borne by the customer. The agreed execution time shall then no longer be deemed to have been agreed. In principle, the electrical supply line (individually fused) shall be laid on site to the location of the system and its field devices.
- 6.5. Installations that are carried out or repeated for reasons for which the Contractor is not responsible shall be remunerated separately. This applies in particular to construction measures that make standard assembly more difficult at the time the order is placed or involve other assembly obstacles.
- 6.6. If work is to continue in particularly unfavorable weather conditions, it is the responsibility of the client to create the conditions for the work to continue.



7. Delivery time / delivery / collection / impossibility

- 7.1. Our delivery times are approximate.
- 7.2. Offers to conclude a firm deal shall be specially marked by the supplier.
- 7.3. If circumstances exist at the Purchaser at the time the order is placed which make it unnecessary to set a deadline in accordance with § 281 II BGB, the Purchaser must inform the Supplier of this in writing. In this case, the Supplier shall be entitled to refuse to accept the order or to offer a different price. If the purchaser does not inform the supplier of the circumstances, the purchaser cannot invoke § 28111 BGB.
- 7.4. A period of four weeks shall be deemed agreed as a reasonable period for subsequent performance in accordance with Section 2811 of the German Civil Code (BGB).
- 7.5. The Purchaser shall be free to choose the type of shipment and the choice of transport company.
- 7.6. If the Supplier and the Purchaser have agreed a debt to be collected and the Supplier has put the Purchaser in default of acceptance, the Purchaser shall be obliged to pay the Supplier a lump-sum compensation claim for the storage of the goods in the amount of EUR 500.00 per month. The Supplier shall be free to commission a third party to store the goods and to demand reimbursement of the resulting costs from the Purchaser. The assertion of further damages caused by delay shall not be excluded by this clause.
- 7.7. Claims for damages according to § 283 BGB are limited to 15¾ of the value of the goods, unless the claim is due to gross negligence or intent by us or our vicarious agents and no damage to life, limb or health has occurred.

8. Retention of title and other securities

- 8.1. The supplier shall retain title to all goods sold until all claims arising from the business relationship have been satisfied in full.
- 8.2. In the ordinary course of business, the customer is entitled to resell the goods, to combine them with other movable or immovable property, to mix the goods with other movable property or to process the goods.
- 8.3. In the event of the sale of the goods by the purchaser, the purchaser assigns to the supplier its claim resulting from the sale in the amount of the purchase price of the resold goods. The Purchaser shall remain authorized to collect its purchase price claim.
- 8.4. The authorization to collect shall lapse in the event that the purchaser is in default with the settlement of the purchase price claim for the resold goods. In the event

of default, the supplier shall be entitled to notify the purchaser of the goods of the assignment of the purchase price claim

- 8.5. If the goods delivered by the supplier are combined with other items in accordance with Section 947 (1) or processed in accordance with Section 950 (1), the supplier shall acquire a co-ownership share in the newly created item in the amount of the delivery value of the processed goods subject to the supplier's retention of title. If the new item is encumbered with other reserved rights, the co-ownership share shall be limited by the value ratio to the other items subject to retention of title.
- 8.6. The purchaser is entitled to to sell items in which the Supplier has acquired co-ownership under this contract. The Purchaser assigns to the Supplier the claim to the purchase price or remuneration for work resulting from the sale in the amount of the Supplier's co-ownership share. The Purchaser shall be entitled to collect the claim insofar as it is not in default with the settlement of the purchase price claim for the goods constituting the co-ownership share. In the event of default, the Supplier shall be entitled to notify the purchaser of the assignment.
- 8.7. Insofar as the customer combines the delivered goods with a property in accordance with § 946 BGB. He assigns to the supplier the resulting purchase price or claim for compensation for work in the amount of the purchase price of the delivered goods. The Purchaser is entitled to collect his claim as long as he is not in default of payment of the purchase price of the combined goods. In the event of default, the Supplier shall be entitled to notify the debtor of the assignment.
- 8.8. The assignment of claims assigned to the supplier as security is not permitted.
- 8.9. In the event of suspension of payments, application for insolvency proceedings by the purchaser or the opening of insolvency proceedings, the supplier shall be entitled to demand the surrender of the items owned by him as security. The same shall apply in the event that the purchaser is in default with the settlement of claims. The authorizations granted to the purchaser in this contract to dispose of, process or otherwise utilize the collateral property shall be deemed revoked. The assigned claims can be asserted directly by the supplier in these cases.

9. Assembly, execution time and information obligations for welding work

- 9.1. Execution deadlines shall only apply if they have been communicated to the supplier prior to conclusion of the contract and have been confirmed in writing by the supplier. The start of assembly is subject to the condition that the work on the construction site has progressed to such an extent that the assembly can be carried out without hindrance. The execution period begins with the valid determination of all commercial and technical prerequisites for the execution of the system, but not before the provision of the approval to be procured by the customer in accordance with clause II. and before receipt of the agreed payment



or down payment. The execution deadline shall be deemed to have been met if the system can be operated, even if work, such as parts of the control system, etc., is not carried out until later.

- 9.2. All execution deadlines shall immediately lapse in the event of late payment.
- 9.3. If the customer's preliminary work for standard assembly (item 1, point 6) is not fulfilled at the start of assembly, this shall automatically result in a default notification at the expense of the customer.
- 9.4. Cutting, welding, assembly and/or soldering work is regularly carried out during the installation of technical building systems. The customer is therefore obliged to draw attention to any dangers (e.g. fire hazard in rooms or of materials) and to take all safety measures (e.g. provision of fire guards, fire extinguishing material, etc.). If this delays the installation, the resulting costs shall be borne by the customer. The agreed execution time shall then no longer be deemed to have been agreed. In principle, the electrical supply line (individually fused) shall be laid on site to the location of the system and its field devices.
- 9.5. Installations that are carried out or repeated for reasons for which the Contractor is not responsible shall be remunerated separately. This applies in particular to construction measures that make standard assembly more difficult at the time the order is placed or involve other assembly obstacles.
- 9.6. If work is to continue in particularly unfavorable weather conditions, it is the responsibility of the client to create the conditions for the work to continue.

10. Severability clause

Should any provision of these terms and conditions be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall then be replaced by a legally permissible provision which achieves the meaning and purpose of the provision in as similar a manner as possible.

Status: October 2015