

General Terms and Conditions of LIMOT ElektromotorenbaugesmbH & Co. KG

I. General information

- I.1) The following terms and conditions apply to all deliveries, including future deliveries, even if they are not explicitly mentioned in the course of negotiations conducted orally, whether face-to-face or by phone.
- I.2) The buyer's conditions of purchase do not apply, even if we have not explicitly objected to them. Our general terms and conditions of sales and delivery shall be considered accepted at the latest when the buyer takes delivery of our goods.
- I.3) Declarations made by and to agents and travelling salespersons are only valid once we have confirmed them in writing. The same applies to oral collateral agreements, subsequent changes to the contract and deviations from these terms and conditions.
- I.4) The provisions set out in these General Terms and Conditions apply to both businesses and consumers as defined by the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KSchG). If it is impossible to limit or restrict the buyer's rights due to a mandatory legal provision of the KSchG or other mandatory legal provision of consumer protection law, this provision shall be interpreted in such a way as to allow for the greatest legal extent of limitation or restriction that is permitted by law.

II. Offers

- II.1) Our offers are non-binding and subject to modification.
- II.2) The illustrations, drawings, measurements, weights and technical details printed in our catalogues and other printed materials and featured on our website represent industry-standard approximations. We reserve the right to make technical and design changes, even after the contract has been concluded.
- II.3) Cost estimates, drawings and other documents remain our property and are protected by our copyright. They may not be made available to third parties without our consent.

III. Prices

- III.1) In the absence of any other written agreement, the applicable prices on the day of delivery shall be invoiced. Only prices that have been offered in writing and explicitly identified as binding are valid; otherwise prices and discounts are subject to change.
- III.2) Unless otherwise defined by mutual agreement, our prices for goods with a net value of over €400.00 include free delivery without unloading or carrying. For goods with a net value of less than €400.00, prices include pick-up from the Leonding site, without packaging or loading.
- III.3) Prices for carriage-paid deliveries are subject to the requirement that the cheapest route is selected, and that rail, road and shipping routes are open and unobstructed. Express deliveries requested by the ordering party, deliveries that do not fulfil the requirement that the cheapest route is selected, and dead freights will be charged to the ordering party. Delivery vehicles must be able to approach the unloading location without obstruction or waiting times and unloaded without delay.
- III.4) A low-quantity surcharge of €5.00 per delivery is payable for goods with a net value of less than €50.00.

IV. Delivery and shipping

- IV.1) Delivery dates confirmed by us are explicitly not fixed dates as defined by the Austrian General Civil Code (Allgemein Bürgerliches Gesetzbuch, ABGB) and are subject to unforeseen obstacles outside our control, for example operational malfunctions, fires, delays in the delivery of essential raw and auxiliary materials, or similar disasters.
- IV.2) Observance of the delivery periods is also subject to the condition that the buyer has met their payment obligations according to our terms. In the event of force majeure incidents, we are entitled to postpone delivery for the duration of the obstacle and a reasonable lead time or, if the contract has not yet been fulfilled, to withdraw from the contract wholly or in part. Strikes, lockouts and other events that make delivery substantially more difficult or impossible for us shall be deemed force majeure incidents.
- IV.3) If we exceed the delivery period, the buyer entitled to set a reasonable grace period of 14 days one month after the delivery date.
- IV.4) The buyer is not entitled to withdraw from the contract unless we fail to meet our delivery obligations within this grace period. All claims for damages arising from failure to comply with the delivery period are excluded unless we are guilty of intentional conduct or gross negligence.
If the ordered goods are not accepted after we have notified the buyer that they are ready for shipping, we are entitled to claim payment. If acceptance is delayed for over 30 days, we are entitled to charge the usual storage costs.
- IV.5) We make every effort to ship orders as a whole. We are however entitled to make partial deliveries. In this case, every partial delivery counts as an independent transaction.
- IV.6) If an order is accepted and reconfirmed, we are entitled to withdraw from the order without providing a reason within a maximum period of 60 days. In the event of such a withdrawal, the buyer is not entitled to assert any claims whatsoever against us and on any legal grounds whatsoever.

V. Terms of Payment

- V.1) In the absence of any separate written agreements, the terms and dates of payment stated in our invoices are binding. The buyer's payment obligations are not dependent on the delivery of the goods and are with prejudice to the right to submit a complaint for damaged goods. The invoice amounts are payable within 14 days at a 3% discount or within 30 days for net payments.
- V.2) Securities issued under commercial law are only accepted as payment; all bank charges involved will be borne by the ordering party (customer, buyer). If payment is delayed, 10% (ten percent) default interest per year are deemed as agreed. In the event of delayed payments, the buyer shall reimburse us for all costs, including 4.00 € per payment reminder and collection charges.
- V.3) If the terms of payment are not complied with or there are any doubts as to the buyer's creditworthiness, all claims will become due immediately. We are entitled to request payment in advance before making any further deliveries and, after setting a grace period for the advance payment, to withdraw from the contract and demand compensation for non-performance.
- V.4) It is neither permissible for the ordering party to withhold payable counterclaims, nor to offset counterclaims in any way. Payments on account will initially be credited towards interest and prior payment obligations, irrespective of any contrary allocations.
- V.5) Payments to our employees or staff members can only have a debt-discharging effect if they can present a written authority of collection.

VI. Retention of title

- VI.1) We retain the title to all goods delivered by us (reserved goods).

These goods will remain our property until the relevant invoice and any other outstanding charges have been paid in full. If the buyer resells goods to a third party before paying us the price of purchase, they shall undertake to transfer or extend our retention of title to their third-party buyer, or else be liable for damages.

- VI.2) The buyer may only sell our goods to a third party in the course of ordinary business transactions and only if they are not in default of payment. The buyer's right and authorisation to sell reserved goods to a third party is subject to the requirement that the claim on the purchasing price arising from resale is assigned to us in accordance with the following terms detailed in this section. The buyer is not entitled to dispose of the reserved goods in any other way. The buyer's claims arising from the resale of the reserved goods have already been assigned to us. The assigned claim serves to secure the value of the reserved goods sold under retention of title and the respective balance claim. If the reserved goods are resold by the buyer along with other goods that do not belong to us, the assigned claim for the purchasing price only applies up to the value of the reserved goods that, in combination with the latter goods, are the subject of the sales contract or part of the object purchased.
- VI.3) If the buyer uses the reserved goods to fulfil a contract for services or for labour and materials, the claims arising from the contract for services or labour and materials will be assigned to us to the same extent as that determined for the purchase price claim.
- VI.4) The buyer is however authorised to collect the payments arising from resale that have been assigned to us, as long as they meet their payment obligations. At our request, the buyer shall inform their third-party buyers that these payments have been assigned to us and shall provide us with the information and documents necessary for collection.
- VI.5) The buyer must inform us immediately of any impounding of goods or other third-party infringement. They shall undertake to bear the costs of the measures undertaken to rectify these infringements, in particular the cost of intervention procedures, to the extent that these cannot be obtained from the opposing party.

VII. Warranty

- VII.1) The product's condition upon leaving our factory is the decisive factor in determining the existence of a defect and the application of our warranty obligations.
- VII.2) We offer a warranty for defective goods for a period of five years following the date of acceptance for LIMODOR ventilators only, and a warranty for defective goods for a period of two years following the date of acceptance for all other accessory parts (e.g., delayed shut-off relays, filter tanks, Limax, AirVital, AirOdor, AirOnova etc.). However, our warranty obligations are subject to the condition that the buyer reports any defects that can be detected upon careful inspection within eight days. Failure to do so will result in the forfeiture of warranty rights.
- VII.3) Our warranty obligations extend only to those parts that have demonstrably become defective due to material or manufacturing faults and are limited to the replacement or repair of the defective goods. We may also choose to reimburse the buyer for the reduction in value.
- VII.4) The buyer must provide us with the opportunity to remedy any defects within a reasonable period of time. Otherwise we will be released from our warranty obligations. We are not obliged to bear any costs for remedying the defect beyond replacing or repairing the defective parts of the goods. This applies in particular to the costs of shipping or exchange.
- VII.5) We are only liable for those parts of goods we have obtained from sub-suppliers to the extent imposed on us by the sub-supplier.
- VII.6) Our warranty obligations expire if the buyer modifies or repairs the goods or instructs a third party to do so without our consent.
- VII.7) On no account is the buyer entitled to withhold the price of purchase wholly or in part on the basis of a complaint for damaged goods. Nor is the buyer entitled to offset their own claims for damages or other claims against our receivables unless this has been explicitly acknowledged by us or determined by a court of law.
- VII.8) If a buyer does not meet their contractual payment obligations, we are entitled to refuse to fulfil our warranty obligations. Our obligation to pay for damages for defective goods is excluded, insofar as permitted by law. This does not apply if we are guilty of gross negligence or intentional conduct.

VIII. Product liability and damages

- VIII.1) The buyer shall undertake to strictly observe the operation manual and operating instructions included with the goods themselves and, if they resell the product, to instruct their customers to strictly observe these operation manuals and operating instructions.
- VIII.2) The buyer is aware that our liability as defined by the Austrian Product Liability Act (Produkthaftungsgesetz) will become void if they violate or do not observe the operating instructions and information.
- VIII.3) In general, our liability for damage claims of any kind (whether in tort or by contract) is limited to the amount covered by our liability insurance for any such claims. Our insurance coverage currently amounts to € 5 Mio. for general business liability insurance claims and € 100.000 for product liability insurance claims.
- VIII.4) The contracting parties are deemed to have agreed that, if the buyer asserts claims for damages against us, the burden of proof for the damage having taken place, the extent of the damage, the causality of the damage event, unlawfulness, and fault lies with the buyer for claims both in tort and by contract.

IX. Return of materials

- IX.1) In general, we do not accept returned goods that have been delivered as ordered. If we do decide to accept returned goods, we will retain a €10.00 processing fee per item. We will also deduct all our expenses for shipping, damages in transit, etc. Returned goods with of net value of less than €10.00 will generally not be accepted or credited to your account.

X. Miscellaneous

- X.1) Should one or more provisions of this contract be or become invalid, the validity of the remaining provisions shall not be affected thereby, and the invalid provisions shall be interpreted in such a way as to preserve their original objective.
- X.2) If it should be necessary to apply the provisions of the Austrian Consumer Protection Act (KSchG BGBl 140/1979) to this business transaction, only the binding requirements of this act shall apply in supplement to these provisions. In accordance with Article 6 of the United Nations Convention on the International Sale of Goods (BGBL 96/1988), any application of this convention in the current version is expressly excluded.
- X.3) Agreements according to the construction contract norm ÖNORM B2110 are expressly excluded in connection with deliveries to construction companies or companies within the ancillary building trade.
- X.4) The place of performance for all liabilities and payments is Linz. Commercial securities that have been accepted in lieu of payment must therefore be made payable in Linz.
- X.5) All legal disputes shall be settled within the exclusive jurisdiction of the materially responsible court for 4061 Pasching and Austrian domestic jurisdiction. Austrian law shall apply.