

# Terms & Conditions Steel Chimneys (Freestanding steel chimneys, ventilation towers and components)

## General Conditions of Sale and Delivery

### 1. Validity

Unless explicitly agreed otherwise, the following „General Terms and Conditions“ shall apply to all contracts, deliveries and other services of Jeremias Abgastechnik GmbH („Supplier“) in business transactions with non-consumers within the meaning of § 310 Paragraph 1 BGB („Customer“). The Customer's terms of business shall not be applicable, even if the Supplier does not object to their validity in individual cases.

### 2. Offer and conclusion of the contract

(1) The offers of the Supplier are without obligation and non-binding, unless they are explicitly marked as binding or mention a certain acceptance period. Orders can be accepted by the Supplier within fourteen days after receipt.

(2) Essential for the legal relations between the Customer and the Supplier are the written contract including the general terms and conditions, the terms of service, and any additional technical terms and conditions. Any verbal promises made by the Supplier prior to the conclusion of the contract are legally non-binding. Additions and amendments made to the agreements, including these General Terms and Conditions, must be made in writing in order to be effective.

(3) Details given by the Supplier regarding the subject matter/service (in particular dimensions, load capacity, tolerances and technical data) as well as representations (e.g. drawings and illustrations) do not represent guaranteed characteristics of the quality, but have a descriptive or representing character. Normal deviations which are due to legal regulations or technical improvements, as well as the replacement of components by equivalent parts, are permissible as far as they do not impair the usability for the contractually intended purpose.

(4) The Supplier reserves the proprietorship or copyright to all offers and quotations, as well as the drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and tools provided to the Customer. The Customer is not allowed to make these items or the content available to third parties, to use them himself or by third parties or to reproduce them without the explicit consent of the supplier. At the Supplier's request, the Customer shall return all the items to the Supplier and destroy any copies made if they are no longer required by him in the normal course of business. These obligations also apply if the negotiations are not successful.

### 3. Prices and payment

(1) The prices are valid for the specified services and shipment stated in the order confirmations. Additional or special services will be charged additionally. The prices are in EURO plus VAT. For deliveries abroad custom duties, fees and other applicable public taxation will be added. Unless agreed otherwise, the remuneration is due immediately upon receipt of the goods and invoice without deduction. The same applies to repairs.

(2) The compensation for counterclaims by the Customer or the retention of payments due to such claims is only permissible as far as the counterclaims are undisputed or legally arbitrated.

(3) The Supplier shall be entitled to carry out or deliver outstanding deliveries or services only against prepayment or security if, after conclusion of the contract, it becomes aware of circumstances which substantially reduce the creditworthiness of the Customer and by which the payment of the outstanding claims of the Supplier by the customer for the respective contractual relationship is endangered.

### 4. Delivery and delivery time

(1) Deliveries are ex works. The loading and unloading of the goods is, unless agreed otherwise, not the subject matter of the contract.

(2) Any fixed date and deadlines for deliveries and services promised by the Supplier are always non-binding, unless a fixed deadline or a fixed date has been specifically agreed. If dispatch has been agreed, delivery periods and delivery dates refer to the date of delivery to the freight forwarder, freight carriers or other third parties entrusted with the transport.

(3) Without prejudice to the Customer's rights, the Supplier may require the customer to extend delivery and performance periods or postpone delivery and performance deadlines by the period in which the Customer fails to meet his contractual obligations to the supplier.

### 5. Dispatch, risk transfer & insurance

(1) The risk shall pass to the Customer upon delivery of the goods to the carrier, freight forwarder or other third parties who are responsible for the execution of the dispatch. This shall also apply if partial deliveries are made or the supplier has undertaken other services e.g. assembly. If the dispatch or delivery is delayed because of the Customer, the risk is transferred from the day on which the Supplier is ready for dispatch and has indicated this to the Customer.

(2) The consignment is insured by the Supplier only at the explicit request of the Customer and at Customer's expense against theft, breakage, transport, fire and water damage or other insurable risks.

### 6. Warranty

(1) The warranty period is two years from delivery.

(2) On delivery of goods to the Customer or the third party designated by him, the goods delivered should be checked immediately. They shall be deemed approved if the Supplier has not received a complaint in the specified form of general terms and conditions regarding evident defects or other defects which were recognizable in an immediate and thorough investigation within seven working days after delivery of the item. Or else within seven working days after the discovery of the defect or the time when the defect was recognizable to the customer in normal use of the delivery item without closer investigation.

(3) In the event of material defects in the delivery, the Supplier is obliged and authorized to first rectify the defect or make a replacement delivery within a reasonable period of time.

### 7. General limitation of liability

Claims for damages on the part of the Customer, irrespective of the legal basis, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations with regard to contract negotiations and tortious act are excluded in case of negligence. This exclusion of liability does not apply to a violation of life, body or health and in the case of slight negligent violation of essential contractual obligations. In cases of slight negligent violation of essential contractual obligations, the liability is limited to the replacement of the typical damage foreseeable at the time the contract is concluded. Indirect damages or consequential damages are only substitutable if the damages are to be typically expected when the items were used in the intended way. The above exclusions and restrictions apply to the same extent to the benefit of the Company's institutions, legal representatives, employees and other vicarious agents. As far as they provide technical advice or acts as a consultant without this being contractually owed, this is free of charge and without any liability.

### 8. Reservation of proprietary rights

(1) The Supplier reserves the ownership to the goods until the purchase price has been paid in full. In the case of goods which the customer purchases as part of an ongoing business relationship, the Supplier reserves the ownership until all his claims against the customer resulting from the business relationship, including future claims, from contracts concluded simultaneously or later, have been settled.

(2) The Customer is authorized to liquidate the goods subject to retention of ownership and/or to process them. The retention of ownership extends to the full value of the products resulting from the processing, mixing or combination of our products, the Supplier being regarded as a manufacturer. In the case of processing, mixing or connection with goods of third parties, their ownership rights remain, the Supplier acquires co-ownership in the ratio of the invoice values of the processed, mixed or connected goods. The same applies to the resulting product as to the goods delivered under retention of title. The claims arising from the resale of the goods or of the product against third parties shall already be transferred to the Supplier for the entirety or in the amount of the potential co-ownership share pursuant to the preceding paragraph for security to the Supplier. The Supplier accepts the assignment. The Customer remains authorized to collect the claim in addition to the Supplier. The Supplier undertakes not to collect the claim as long as the Customer complies with his payment obligations, is not in default with payment, is not filed for the commencement of insolvency proceedings, and no other lack of his capacity exists. If this is the case, the Supplier may require the Customer to notify the Supplier of the assigned claims and their debtors, to provide all information required for collection, to hand over the related documents and to notify the debtors (third parties) of the assignment.

(3) If the realizable value of the collateral exceeds the secured claims by more than 10%, the Supplier shall release securities at the choice of the Supplier.

### 9. Final provisions

(1) The place of jurisdiction for all possible disputes arising from the business relationship between the Supplier and the Customer is a choice of the Supplier, at Ansbach or the headquarter of the Customer. Ansbach is the exclusive court of jurisdiction for actions against the Supplier. Mandatory legal provisions regarding exclusive place of jurisdictions shall remain unaffected by this regulation.

(2) The relations between the Supplier and the Customer are exclusively subject to the law of the Federal Republic of Germany under exclusion of the UN purchase law.

(3) If the contract or the General Terms and Conditions contain loopholes in the regulations, then for these loopholes the legally effective regulations shall be deemed to be agreed upon, which the contracting parties would have agreed upon according to the economic objectives of the contract and the purpose of these general terms of delivery, if they would have known these loopholes.