Terms and conditions of sale and delivery
of the Georg Hagelschuer GmbH & Co. KG

§ 1 Scope of Application
1. The following Terms and Conditions of Sale and Delivery apply to all contracts concluded between the Customer and us for the delivery of goods and for any other services to be rendered by us. They apply exclusively to entrepreneurs, legal entities under public law, or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). They shall also apply to all future business relationships with the Customer, even if they are not expressly agreed again. These Terms and Conditions of Sale and Delivery shall also apply if, with knowledge of conflicting or deviating terms and conditions of the Customer, we execute the Customer's order without reservation.
2. Deviations from our Terms and Conditions of Sale and Delivery shall only be effective if confirmed in writing by our management. This shall also apply to any waiver of the written form requirement.

§ 2 Offers and Conclusion of Contract
1. Our offers are subject to change and non-binding unless expressly designated as binding by us. We reserve the right of prior sale.
2. Offer documents, illustrations, technical drawings, and specifications of dimensions and weights are approximate only and non-binding, unless expressly designated as binding by us.
3. We reserve all ownership rights, copyrights, and other intellectual property rights to illustrations, calculations, drawings, and other technical documents. The Customer may make these accessible to third parties only with our prior written consent, irrespective of whether they are marked as confidential.
4. Additions to or amendments of our order confirmation as well as collateral agreements shall only be legally effective if confirmed in writing or by telecommunication by our management. Insofar as collateral agreements have been validly concluded in this manner, their provisions shall take precedence over these General Terms and Conditions of Sale and Delivery.
5. The Customer is entitled to cancel orders for goods in writing within two weeks from the date of the order confirmation, provided the order concerns individual or spare parts. Cancellations of ordered systems or installations are excluded. If the goods are already in the Customer's possession, cancellation is only possible if the goods are unused.
6. In the event of cancellation, the Customer shall reimburse us an amount equal to 20% of the net order value of the cancelled goods plus any shipping costs incurred in full. Any return of cancelled goods shall be at the Customer's expense and risk. The Customer reserves the right to prove that no damage was incurred by us or that the actual damage was lower.

§ 3 Prices
Unless otherwise agreed in writing, we shall be bound by the prices stated in our offer for 30 days from the date of the order confirmation. The prices stated in our order confirmation shall be decisive. Additional deliveries and services shall be invoiced separately. All prices are stated in EURO ex works, plus packaging, statutory VAT applicable at the time of performance, and, in the case of export contracts, customs duties, fees, and other public charges.

§ 4 Payment
1. Unless otherwise agreed, our invoices are due for payment within 10 days from the invoice date without deduction. Cash discounts shall only be permissible if expressly agreed in writing.
2. We are entitled, notwithstanding any contrary provisions by the Customer, to apply payments first to the due debt, among several due debts to the one providing the least security, among debts of equal security to the one most burdensome to the Customer, among equally burdensome debts to the oldest debt, and in the case of equal age proportionately (§ 366 (2) BGB). If the Customer owes interest and costs in addition to the principal claim, we are entitled, notwithstanding any contrary provision by the Customer, to apply any payment insufficient to settle the entire debt first to costs, then to interest, and lastly to the principal (§ 367 (1) BGB).
3. Payment shall only be deemed effected once we are able to dispose of the amount. In the case of payment by cheque, payment shall only be deemed effected upon clearance of the cheque.
4. If the Customer is in default, we shall be entitled to charge default interest from the relevant date at the rate of our actual interest expenses charged by our principal bank, but at least at a rate of 8 percentage points above the base interest rate (§ 247 BGB). In the event of default, a reminder fee of EUR 7.50 shall be charged for each additional reminder. The assertion of further damages caused by default remains unaffected.
5. If circumstances become known to us which call the Customer's creditworthiness into question, in particular if a cheque issued by the Customer is dishonoured or if the Customer ceases payments, we shall be entitled to declare all outstanding receivables immediately due for payment, even if we have accepted cheques. In such cases, we shall also be entitled to demand advance payments or the provision of security.

§ 5 Set-Off and Retention Rights
The Customer shall only be entitled to set-off or reduce payment, even in the event of defect claims, if the counterclaims have been legally established, acknowledged by us, or are undisputed. The Customer shall only be entitled to exercise a right of retention if the counterclaim has been legally established, acknowledged by us, or is undisputed and arises from the same contractual relationship.

§ 6 Retention of Title
1. We retain title to the delivered goods (goods subject to retention of title) until full settlement of all claims, including all balance claims from current accounts, to which we are entitled against the Customer now or in the future, irrespective of the legal basis. This shall also apply to all future deliveries, even if we do not expressly invoke this right in each case.
2. The Customer shall treat the goods subject to retention of title with care, avert impending damage, and insure them at replacement value against fire, water, and theft at their own expense. Required maintenance and inspection work shall be carried out by the Customer in good time at their own expense.
3. Processing, assembly, or transformation of the goods subject to retention of title shall always be carried out for us and in our name, without giving rise to any obligations on our part. If our ownership expires due to combination, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (final invoice amount including VAT) to the value of the other combined items at the time of combination. The Customer shall store our co-owned property free of charge. The provisions applicable to goods subject to retention of title pursuant to § 5 (2) shall apply accordingly to the new item created by combination.
4. The Customer is entitled to resell the goods subject to retention of title in the ordinary course of business as long as they are not in default. Pledging or assignment by way of security is not permitted. The Customer hereby assigns to us, by way of security and in full, all claims arising from resale or any other legal basis (insurance, tort, etc.) with regard to the goods subject to retention of title (including all balance claims from current accounts); we hereby accept such assignment. We revocably authorize the Customer to collect the assigned claims in their own name for our account. This authorization may be revoked at any time if the Customer fails to properly meet their payment obligations. Our right to collect the claims ourselves remains unaffected. However, we shall not collect the claims as long as the Customer meets their payment obligations from the collected proceeds, is not in default, and in particular has not filed for insolvency proceedings or ceased payments.
5. In the event of seizures or other interventions by third parties, the Customer shall indicate our ownership and notify us immediately so that we may enforce our ownership rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the Customer shall be liable for such costs.
6. In the event of a breach of contract by the Customer, in particular default of payment, we shall be entitled, after setting a reasonable grace period, to repossess the goods subject to retention of title. Repossession shall constitute withdrawal from the contract. Seizure of the goods shall also constitute withdrawal from the contract. We shall be entitled to realize the goods after repossession. After deduction of reasonable realization costs, the proceeds shall be offset against the amounts owed to us by the Customer.
7. We undertake to release securities to which we are entitled at the request of the Customer or a creditor of the Customer to the extent that the realizable value of the securities exceeds the secured claims by more than 10%. The selection of the securities to be released shall be at our discretion.

§ 7 Delivery / Delivery Period
1. Delivery shall be made ex works at the Customer's risk and expense. Any shipment requested by the Customer shall be carried out using a means of transport selected by us.
2. Delivery dates and periods are subject to correct and timely self-supply by our suppliers, unless we are responsible for the supplier's failure to perform or have expressly guaranteed delivery dates and periods. The Customer must duly and timely fulfill all obligations incumbent upon them. Where shipment has been agreed, delivery dates and periods shall refer to the time of handover to the freight forwarder, carrier, or other third party commissioned with transport.
3. Delays in delivery and performance due to force majeure or due to events beyond our control which substantially impede or render delivery impossible—such as strikes, lockouts, or official orders, including those affecting our suppliers or their sub-suppliers—shall not be our responsibility, even in the case of binding deadlines and dates. Such events entitle us to postpone delivery or performance for the duration of the hindrance plus a reasonable start-up period. If the hindrance lasts longer than three months, both the Customer and we shall be entitled to withdraw from the contract with respect to the part not yet fulfilled. No claims for damages may be derived from such circumstances. We may only invoke such circumstances if we notify the Customer without undue delay.
4. If we are in default of delivery or performance or if delivery or performance becomes impossible for any reason, our liability for damages shall be limited in accordance with § 10 of these Terms and Conditions.
5. Otherwise, in the event of a delivery delay for which we are responsible, the Customer may claim delay compensation of 0.5% of the invoice value for each completed week of delay, up to a maximum of 5% of the invoice value of the deliveries and services affected by the delay.
6. We are entitled to make partial deliveries and partial services at any time, provided this is reasonable for the Customer. Reasonableness shall in particular be deemed given if partial deliveries or services concern different installations.

§ 8 Transfer of Risk, Acceptance
1. The risk of price and performance shall pass to the Customer as soon as the shipment has been handed over to the person carrying out the transport or has left our warehouse, or in the case of drop shipments, the warehouse of our supplier. If shipment becomes impossible without our fault, the risk shall pass to the Customer upon notification of readiness for shipment.
2. Transport insurance shall only be effected at the express request of the Customer and at their expense. Damage must be reported immediately upon receipt of the goods and confirmed without delay specifying the type and extent of the damage. Damage must be established by an official railway inspection report or an equivalent means of evidence.
3. Where acceptance of our services is required pursuant to § 640 BGB, such services shall be deemed accepted if they have been completed, we have requested acceptance from the Customer within a reasonable period after completion, and the Customer fails to accept within that period without notifying us of a defect. Acceptance shall also be deemed to have occurred if the Customer complains only of minor defects.

§ 9 Warranty, Defects
1. The warranty period shall be one year from delivery of the goods to the Customer or, where acceptance is required, from acceptance (cf. § 8 (3)). If commissioning of the goods is to be carried out by us, the warranty period shall generally commence upon commissioning, but at the latest four weeks after delivery. This limitation shall not apply to claims for damages arising from injury to life, body, or health, or from intentional or grossly negligent breaches of duty by us or our agents, which shall be governed by statutory limitation periods. An extension of the one-year warranty period shall only be possible upon conclusion of a separate maintenance contract with us.
2. The Customer shall inspect the delivered goods immediately upon receipt for completeness, transport damage, defects, condition, and characteristics. Obvious defects and transport damage must be reported to us in writing within five working days after delivery, and in any event before installation of the goods. Hidden defects must be reported in writing immediately upon discovery. Upon our request, defective goods shall be returned to us carriage-paid. In the case of justified defect claims, we shall reimburse the costs of the most economical shipping method; this shall not apply if costs increase because the goods are located at a place other than the place of intended use.
3. In the event of a defect for which we are responsible, we shall be obliged to remedy the defect to the exclusion of the Customer's rights to withdraw from the contract or reduce the purchase price, unless we are entitled to refuse subsequent performance under statutory provisions. The Customer must grant us a reasonable period for subsequent performance. If subsequent performance fails, the Customer may, at their option, demand a reduction of the purchase price or withdraw from the contract. Subsequent performance shall be deemed to have failed after the second unsuccessful attempt, unless further attempts are reasonable and acceptable to the Customer given the nature of the contractual object.
4. If a defect is attributable to our fault, the Customer may claim damages under the conditions set forth in § 10.
5. Warranty claims shall be excluded if the Customer modifies the goods or has them modified by third parties without our consent and such modification renders defect remediation impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of defect remediation caused by such modification. Any warranty shall also be excluded if operating or maintenance instructions provided by us or our sub-suppliers are not followed, in particular if applicable regulations regarding water quality in their current version are not complied with, if modifications are made to the goods, parts are replaced, or consumables are used that do not comply with original specifications, unless the Customer proves that none of these circumstances caused the defect. Warranty shall also be excluded for normal wear and tear, in particular due to customary wear of rotating, moving, or fire-exposed parts.
6. The delivery of used goods agreed on a case-by-case basis shall be made to the exclusion of any warranty for material defects.

§ 10 Liability for Damages
1. Our liability for damages, irrespective of the legal basis, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations, or tort, shall be limited in accordance with this § 10 to the extent that fault is required.
2. We shall not be liable for simple negligence on the part of our corporate bodies, legal representatives, employees, or other agents, unless it involves a breach of essential contractual obligations. Essential contractual obligations include timely delivery and installation of the goods, freedom from defects in title and material defects that more than insignificantly impair functionality or usability, as well as advisory, protective, and custodial duties intended to enable contractual use of the goods or to protect life, limb, or property of the Customer from significant damage.
3. Where we are liable for damages in principle pursuant to § 10 (2), such liability shall be limited to damages that were foreseeable as a possible consequence of a breach of contract at the time of conclusion of the contract or that could have been foreseen by exercising due care customary in business. Indirect damages and consequential damages resulting from defects in the goods shall only be compensable insofar as such damages are typically to be expected when the goods are used as intended.
4. In cases of liability for simple negligence, our liability for property damage and resulting financial losses shall be limited to an amount of EUR 250,000.00 per claim, corresponding to the current coverage amount of our product liability or public liability insurance, even if essential contractual obligations are breached.
5. The above exclusions and limitations of liability shall apply equally in favor of our corporate bodies, legal representatives, employees, and other agents.
6. Where we provide technical information or advisory services not forming part of the contractually agreed scope of services, such services shall be provided free of charge and to the exclusion of any liability.
7. The limitations of this § 10 shall not apply to liability for intentional conduct, guaranteed characteristics, injury to life, body, or health, or liability under the Product Liability Act. However, liability for damages resulting from the absence of guaranteed quality or durability that do not occur directly to the goods themselves shall only apply if the risk of such damage is evidently covered by the quality or durability guarantee.

§ 11 Commissioning of the Installation
The Customer shall timely provide all prerequisites required for commissioning and adjustment, including heat consumption. This includes, in particular, obtaining the necessary permits from the competent authorities and compliance with the safety regulations of TÜV (German technical inspection and certification authority).

§ 12 Installation
If installation is owed by us, the Customer shall ensure, prior to commencement of installation, that the necessary conditions for installation are met and that the delivered goods can be transported smoothly to the installation site. In particular, all preparatory work must be completed to such an extent that installation can commence immediately upon arrival of the installers and be carried out without interruption, obstruction, or risk to their safety. The Customer shall perform the necessary construction work at their own expense. For work charged on a time-and-materials basis, our hourly rates applicable on the day of performance shall apply..

§ 13 Applicable Law, Place of Jurisdiction, Severability
1. These Terms and Conditions and all legal relationships between us and the Customer shall be governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. If the Customer is a merchant, a legal entity under public law, or a special fund under public law, or if the Customer does not have a general place of jurisdiction in the Federal Republic of Germany, our registered office shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
3. Should any provision of these Terms and Conditions or any provision within the framework of other agreements be or become invalid, the validity of all other provisions or agreements shall remain unaffected.