

GENERAL TERMS AND CONDITIONS

Limodor Lüftungstechnik GmbH & Co KG

stationary retail

(dated 01.02.2025)

1. GENERAL PRINCIPLES/SCOPE OF APPLICATION

1.1. These General Terms and Conditions (GTC) apply exclusively to all legal transactions and services of LIMODOR Lüftungstechnik GmbH & Co KG, FN 23644x, Paschinger Straße 56, 4060 Leonding (**LIMODOR**) towards consumers and companies (**CUSTOMER or CUSTOMERS**) in the current version regarding stationary trade. The valid version at the time of the conclusion of the contract is decisive.

1.2. **LIMODOR** only concludes contracts based on the following GTC. The **CUSTOMER** expressly recognises that they have taken note of these GTC in a legally binding manner, so that they have become part of the contract. This also applies if the **CUSTOMER** refers to its own general terms and conditions.

1.3. These GTC shall apply to all future contractual relationships, even if no express reference is made to them in supplementary contracts.

1.4. Any general terms and conditions of the **CUSTOMER** shall not be accepted, even if known, unless otherwise expressly agreed in writing in individual cases. **LIMODOR** expressly objects to any general terms and conditions of the **CUSTOMER**. No further objection to any general terms and conditions of the **CUSTOMER** by **LIMODOR** is required.

1.5. Amendments to the GTC shall be notified to the **CUSTOMER** and shall be deemed agreed if the **CUSTOMER** does not object to the amended GTC in writing within 14 days; the **CUSTOMER** shall be expressly informed of the significance of silence in the notification.

1.6. The GTC can be accessed electronically at any time on the **LIMODOR** website at www.limodor.com, printed out, downloaded and stored on a permanent storage medium.

2. REALISATION OF AN ORDER

2.1 Unless otherwise agreed in writing between **LIMODOR** and the **CUSTOMER**, **LIMODOR**'s offers are subject to change and shall remain binding for a maximum of one year from the date of the offer.

2.2 By signing the offer, the **CUSTOMER** submits a binding offer to conclude a contract with **LIMODOR**. **LIMODOR** is not obliged to accept this offer. The contract between the **CUSTOMER** and **LIMODOR** shall only be concluded upon written confirmation of the offer and/or the order of the goods by **LIMODOR**.

2.3 **LIMODOR** shall be entitled to have the contractual obligations incumbent upon it performed in whole or in part by third parties (vicarious agents). Payment of the third party shall be made exclusively by **LIMODOR** itself. No direct contractual relationship of any kind whatsoever shall arise between the third party and the **CUSTOMER**.

3. DELIVERY

3.1 The delivery periods agreed between **LIMODOR** and the **CUSTOMER** shall commence on the day of order confirmation by **LIMODOR**, but not before complete and seamless clarification of all details of the order and its execution between **LIMODOR** and the **CUSTOMER**.

3.2 Binding delivery dates (firm deals) require the express agreement and written confirmation of **LIMODOR**. **LIMODOR**'s compliance with its delivery obligations is subject to the proper fulfilment of the **CUSTOMER**'s obligations.

3.3 The **CUSTOMER** shall ensure that the goods delivered by **LIMODOR** are accepted by the **CUSTOMER** or a person authorised by the **CUSTOMER**. The person signing the delivery note on behalf of the **CUSTOMER** shall be deemed to be authorised to accept the goods from the **CUSTOMER**.

3.4 Unforeseen obstacles for which **LIMODOR** is not responsible, as well as circumstances beyond **LIMODOR**'s control which make delivery more difficult or impossible in whole or in part, shall entitle **LIMODOR** to withdraw from the contract without the **CUSTOMER** being entitled to claims for replacement or subsequent delivery or other claims for compensation (e.g. damages, etc.).

3.5 Unforeseen obstacles and/or delays for which **LIMODOR** is not responsible, as well as circumstances beyond **LIMODOR**'s control, which result in a delay in the agreed delivery periods, shall not entitle the **CUSTOMER** to assert claims of any kind

(e.g. damages, etc.) against **LIMODOR**. **LIMODOR** undertakes to deliver the goods as soon as possible after the unforeseen obstacle for which **LIMODOR** is not responsible has ceased to exist.

3.6 Partial deliveries by **LIMODOR** are permitted. **LIMODOR** shall be entitled to invoice partial deliveries separately in accordance with section 11 of these terms and conditions, subject to the full application of the terms of payment.

3.7 In connection with deliveries by **LIMODOR** to construction companies or companies in the ancillary building trade, an agreement on the construction standard ÖNORM B2110 is expressly excluded.

3.8 If the value of the goods exceeds EUR 500.00 (excluding VAT), the **CUSTOMER** shall not incur any shipping costs. **LIMODOR** will deliver free of shipping costs for orders over EUR 500.00.

3.9 For orders below a value of EUR 50.00 (excluding VAT), **LIMODOR** charges an additional minimum quantity surcharge of EUR 5.00. This minimum quantity surcharge is charged in addition to the shipping costs and does not replace them.

4. TRANSFER OF RISK

4.1 Delivery is ex works from **LIMODOR**, which is also the place of fulfilment.

4.2 If the **CUSTOMER** is an entrepreneur within the meaning of the KSchG, the risk of destruction, loss or damage to the goods shall pass to the **CUSTOMER** upon delivery of the goods to the first carrier or other person designated to carry out the delivery.

4.3 If the **CUSTOMER** is a consumer within the meaning of the Consumer Protection Act, the risk of destruction, loss or damage to the goods shall pass to the **CUSTOMER** or to a third party other than the carrier designated by the **CUSTOMER** upon delivery of the goods by **LIMODOR**.

4.4 If the **CUSTOMER** collects the goods from **LIMODOR**, the risk of loss of or damage to the goods shall pass to the **CUSTOMER**, or to a third party other than the carrier designated by the **CUSTOMER**, at the time the goods are handed over.

4.5 If there are delays in delivery that are within the sphere of the **CUSTOMER**, the transfer of risk shall take place when **LIMODOR** informs the **CUSTOMER** that the goods are ready for delivery.

4.6 If the acceptance of properly provided goods does not take place, does not take place on time or does not take place completely, **LIMODOR** shall be entitled to store the goods for a maximum period of six weeks at the expense and risk of the **CUSTOMER**. The storage fee shall be borne by the **CUSTOMER**. Upon storage, the goods shall be deemed to have been delivered in accordance with the contract in every respect. Furthermore, **LIMODOR** is entitled - but not obliged - to withdraw from the contract after setting a grace period of 14 days and to utilise the goods elsewhere. In this case, the **CUSTOMER** shall - without prejudice to the assertion of further claims - pay a contractual penalty for the increased expense and possible loss of revenue in the amount of 10 % of the invoice amount (excluding VAT).

5. PRICES

5.1 The scope of a specific order shall be contractually agreed on a case-by-case basis.

5.2 Unless otherwise agreed in writing between the contracting parties, all prices quoted by **LIMODOR** are exclusive of statutory VAT or other ancillary costs incurred ex **LIMODOR**'s company location.

5.3 If additional costs are incurred during the provision of services for economic, logistical or technical reasons, these shall be notified to the **CUSTOMER** by **LIMODOR** in advance and charged subsequently.

6. WARRANTY

6.1 If the **CUSTOMER** is a consumer within the meaning of the Austrian Consumer Protection Act (KSchG), the statutory warranty provisions shall apply. **LIMODOR** provides a warranty for a defect that is present at the time of delivery of the movable item and becomes apparent within two years of this time.

6.2 If the **CUSTOMER** is an entrepreneur within the meaning of the KSchG, the warranty period shall be a maximum of six months from acceptance. The existence of defects must be proven by the **CUSTOMER**. Section 924 ABGB and Section 933a ABGB shall not apply.

6.3 If the **CUSTOMER** is an entrepreneur within the meaning of the Austrian Consumer Protection Act (KSchG), he must check the delivered goods immediately upon receipt for completeness, correctness and other defects and notify any defects in writing immediately, at the latest within eight working days of receipt of the goods,

otherwise he shall lose all claims to which he is entitled from a proper inspection. The notice of defects must be sufficiently substantiated and supported by evidence.

6.4 In the event of unjustified notices of defects, the expenses and costs incurred by **LIMODOR** in connection with the processing and examination of such notices of defects shall be borne by the **CUSTOMER**. **LIMODOR** shall be fully indemnified and held harmless in this respect.

7. GUARANTEE

7.1 In addition to the statutory warranty rights, **LIMODOR** grants a warranty for a period of three years from delivery for all Limodor exhaust air devices sold by **LIMODOR** to the **CUSTOMER**. In addition to the statutory warranty rights, **LIMODOR** also grants a guarantee for all other products sold by **LIMODOR** to the **CUSTOMER** (except for Limodor exhaust air devices) for a period of two years from delivery.

7.2 This guaranteed promise is to be understood in such a way that **LIMODOR** is responsible for defects that occur within the agreed guarantee period after delivery and are asserted within this period.

7.3 However, this guarantee is only granted on the mandatory condition that the products have been handled properly. The guarantee only applies if original **LIMODOR** wear/spare parts, such as replacement filters, are used.

7.4 Precondition for guarantee service is the supply of the defect product or product part, as well as proof of the date of purchase by invoice or delivery note. Within the guarantee period, the defect product will be replaced free of charge if it is returned to us free of charge. Further costs for repair at the **CUSTOMER**'s location, in particular claims for damages, are excluded.

7.5 However, this guarantee promise on the part of **LIMODOR** does not in any case cover wearing parts or damage caused by unsuitable or improper use, natural wear and tear or incorrect or negligent handling or storage by the **CUSTOMER** or by a third party authorised by the **CUSTOMER**.

7.6 In any case, the warranty shall expire if improper handling or modifications are made to the products by the **CUSTOMER** or by a third party authorised by the **CUSTOMER**.

8. COMPENSATION FOR DAMAGES / LIABILITY

8.1 Insofar as this does not violate mandatory law, **LIMODOR** shall only be liable for compensation for damages (property damage and mere financial losses) caused by it in connection with the fulfilment of the contract with the **CUSTOMER** if these damages were caused by gross negligence or intent. Liability for gross negligence shall be limited to the fee agreed for the respective contract. These limitations of liability do not apply to compensation for personal injury.

8.2 If the **CUSTOMER** is an entrepreneur within the meaning of the Austrian Consumer Protection Act (KSchG), **LIMODOR** shall only be liable for compensation for damages (property damage and mere financial losses) caused by it in connection with the fulfilment of the contract with the **CUSTOMER** if the causation of these damages was caused by gross negligence or intent. Liability for gross negligence is limited to the fee agreed for the respective contract. However, **LIMODOR** shall not be liable for compensation for damages (property damage and mere financial losses) caused in connection with the fulfilment of the contract between **LIMODOR** and the **CUSTOMER** if these damages were caused by gross negligence. These limitations of liability do not apply to compensation for personal injury. Furthermore, **LIMODOR** shall not be liable for indirect damages, loss of profit, loss of interest, failure to realise savings, consequential and financial losses and damages arising from third-party claims.

8.3 If **LIMODOR** provides its services with the assistance of third parties and warranty and/or liability claims arise against these third parties in this context, **LIMODOR** shall assign these claims to the **CUSTOMER**. In this case, the **CUSTOMER** shall assert its claims primarily against these third parties.

8.4 **LIMODOR** accepts no liability for damage caused by unsuitable or improper handling/use, storage, overuse, natural wear and tear, maintenance or faulty or negligent further processing of the goods by the **CUSTOMER**. The **CUSTOMER** shall fully indemnify and hold **LIMODOR** harmless in this respect. If damage is caused in this context by the **CUSTOMER** or a third party authorised by the **CUSTOMER**, the **CUSTOMER** shall have no claims for damages and/or warranty claims against **LIMODOR** in this respect.

8.5 Furthermore, **LIMODOR** shall not be liable to the **CUSTOMER** for the effects of failures in connection with the processing of an order that are due to circumstances (such as force majeure, blackouts, etc.) that are beyond **LIMODOR** 's control and for which **LIMODOR** is therefore not responsible. The **CUSTOMER** shall have no claims for damages and/or warranty claims against **LIMODOR** in this respect.

8.6 LIMODOR shall not assume any liability for discounted goods or for rejected goods delivered as agreed.

9. RETURN OF GOODS

9.1 The goods ordered by the CUSTOMER and delivered by LIMODOR will not be taken back by LIMODOR. The CUSTOMER therefore has no legal claim against LIMODOR for the return of goods.

9.2 It is solely at the discretion of LIMODOR whether it takes back goods already delivered and to what specific extent from the CUSTOMER. Complaints regarding missing quantities, incorrect orders etc. can only be accepted within 14 days after receipt of goods and prior consultation with our sales department. Goods that are no longer in our delivery programme cannot be taken back. The goods must be returned to us in their original packaging and delivered free of charge.

9.3 If LIMODOR agrees to take back goods, a handling fee of 10% of the value of the goods (net) per item, but at least EUR 10.00 per item, shall be charged to the CUSTOMER for processing the return of goods by LIMODOR. Products with a net value of less than € 10.00 will not be taken back by us and will not be refunded if returned.

9.4 All expenses incurred by LIMODOR in connection with the return of goods, such as freight, transport damage, etc., shall be borne by the CUSTOMER.

10. PRODUCT LIABILITY

10.1 Product liability covers personal injury and property damage caused by defects that the product had when it was placed on the market by the liable party.

10.2 In the event of product liability, LIMODOR shall be liable within the framework of the statutory provisions of the Federal Act of 21 January 1988 on Liability for a Defective Product (Product Liability Act), as amended.

11. ELECTRONIC BUSINESS TRANSACTIONS

11.1 Orders or other legal declarations of the CUSTOMER can be validly sent by e-mail. However, they require error-free receipt by LIMODOR to be valid. Transmission errors, regardless of the cause, shall be borne by the CUSTOMER.

11.2 LIMODOR reserves the right to immediately revoke the validity of individual or time-specific legal declarations by appropriate means due to a malfunction of the data processing system and to make or request the repeated, valid transmission of the same.

12. FEE / DUE DATE / INVOICING

12.1 LIMODOR shall receive from the **CUSTOMER** the contractually agreed price for its services between **LIMODOR** and the **CUSTOMER**. The due date of the agreed price shall also be contractually agreed between **LIMODOR** and the **CUSTOMER**. Unless otherwise agreed in writing, the terms of payment and payment terms stated in our invoices are binding. **LIMODOR** shall in principle be entitled to issue interim invoices accordingly and to demand payments on account in accordance with the respective progress.

12.2 LIMODOR shall issue an invoice authorising input tax deduction with all legally required features.

12.3 In the event of non-payment of interim invoices, **LIMODOR** shall be released from its obligation to provide further services. However, this shall not affect the assertion of claims resulting from non-payment - for example, payment of the entire outstanding fee for the agreed, entire service, irrespective of the portion actually provided.

12.4 All services provided by **LIMODOR** which are not expressly covered by the agreed fee and which have been communicated to the **CUSTOMER** in advance shall be remunerated separately. Any cash outlays, expenses, etc. incurred shall be additionally reimbursed by the **CUSTOMER** upon receipt of an invoice from **LIMODOR**.

12.5 Any follow-up and supplementary contracts to contracts already concluded shall not result in any change to the due dates of the fees for the original contract.

12.6 All amounts are payable net plus VAT at the statutory rate without deduction to the account specified by **LIMODOR**.

12.7 In the event of default of payment by the **CUSTOMER**, the statutory default interest shall apply in the amount applicable to business transactions and/or consumers. Furthermore, in the event of default of payment, the **CUSTOMER** undertakes to reimburse **LIMODOR** for any dunning and collection expenses incurred, insofar as they are necessary for appropriate legal prosecution. If the **CUSTOMER** is an entrepreneur within the meaning of the Austrian Consumer Protection Act (KSchG), this shall in any

case include a lump sum of EUR 40.00 as compensation for collection costs pursuant to Section 458 of the Austrian Commercial Code (UGB). The assertion of further rights and claims shall remain unaffected.

12.8 In the event of default of payment by the **CUSTOMER**, **LIMODOR** shall be entitled to demand immediate payment of all services and partial services provided under other contracts concluded with the **CUSTOMER**.

12.9 If the agreed service is not performed for reasons within the **CUSTOMER**'s sphere of responsibility or due to a justified premature termination of the contractual relationship by **LIMODOR**, **LIMODOR** shall retain the right to payment of the entire agreed fee.

12.10 If the **CUSTOMER** is an entrepreneur within the meaning of the Austrian Consumer Protection Act (KSchG), offsetting against counterclaims of the **CUSTOMER** that are disputed by **LIMODOR** and have not been legally established shall be excluded, as shall the exercise of a right of retention without a legally binding title or based on claims arising from other legal transactions. If the **CUSTOMER** is a consumer within the meaning of the Austrian Consumer Protection Act (KSchG), this point shall not apply.

13. DURATION OF THE CONTRACT / EARLY TERMINATION

13.1 In principle, the contractual relationship ends with the provision of the agreed service by **LIMODOR**.

13.2 **LIMODOR** is entitled to terminate the contract for good cause with immediate effect by written notice. Good cause shall be deemed to exist if

a) the performance of the service becomes impossible for reasons for which the **CUSTOMER** is responsible or is further delayed despite the setting of a grace period of 14 days;

b) the **CUSTOMER** continues to breach material obligations under this contract, such as payment of a due amount or obligations to co-operate, despite a written warning with a grace period of 14 days;

c) there are justified concerns regarding the **CUSTOMER**'s creditworthiness and the **CUSTOMER** neither makes advance payments at **LIMODOR**'s request nor provides suitable security prior to performance by **LIMODOR**.

13.3 In principle, the **CUSTOMER** shall not be entitled to withdraw from the contract with immediate effect without good cause. If the **CUSTOMER** nevertheless withdraws from the contract, this shall require the consent of **LIMODOR** to become legally effective. If the **CUSTOMER** nevertheless withdraws from the contract without justification, the statutory provisions pursuant to Sections 921 and 1168 of the Austrian Civil Code (ABGB) shall apply regarding the damages incurred by **LIMODOR** as a result.

14. RETENTION OF TITLE

14.1. The goods delivered by **LIMODOR** shall remain the sole unrestricted property of **LIMODOR** until the purchase price has been paid in full. Until full payment has been made, the goods are therefore only goods entrusted to the **CUSTOMER**, which may not be sold, pledged, given away or lent. The **CUSTOMER** is not authorised to dispose of these goods without the prior express consent of **LIMODOR**. The **CUSTOMER** shall bear the full risk for the goods entrusted to it in every respect, also for the risk of destruction, loss and deterioration.

14.2. If the goods delivered under retention of title are seized, the **CUSTOMER** is obliged to immediately take all measures to obtain the suspension of execution regarding these goods. Furthermore, the **CUSTOMER** is obliged to inform **LIMODOR** immediately about the seizure.

15. DATA PROTECTION

15.1 **LIMODOR** shall process the personal data required for the fulfilment of the contract, such as name, address, telephone number, e-mail address, etc., in compliance with the applicable statutory data protection provisions and its privacy policy.

16. FINAL PROVISIONS

16.1 These GTC and the contracts concluded between **LIMODOR** and the **CUSTOMER** based on these GTC shall be governed exclusively by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and other conflict of law rules.

16.2 The place of jurisdiction for all legal disputes arising between **LIMODOR** and the **CUSTOMER** in connection with this contractual relationship shall be exclusively the court with subject-matter and local jurisdiction for the registered office of **LIMODOR**.

16.3 The language of the contract shall be German.

16.4 Collateral agreements, amendments and supplements must be made in writing to be effective. This shall also apply to any waiver of this formal requirement.

16.5 Should provisions of these terms and conditions be legally ineffective, invalid and/or void or become so during their term, this shall not affect the legal effectiveness and validity of the remaining provisions. In this case, the contracting parties undertake to replace the legally ineffective, invalid and/or void provision (which has become legally ineffective, invalid and/or void) with a provision that is legally effective and valid and corresponds in its economic effect to the replaced provision - as far as possible and legally permissible.