GENERAL TERMS AND CONDITIONS
Limodor Lüftungstechnik GmbH & Co KG
Online-Shop
(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 the online shop. 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. ESSENTIAL CHARACTERISTICS OF THE GOODS

2.1   In its online shop, available at www.limodor.com, **LIMODOR** offers various spare parts, controls and accessories that are necessary for the installation and operation of ventilation systems.

3. PRICES

3.1.   The prices are listed in the **LIMODOR** online shop for the individual items. The prices stated by **LIMODOR** on the website www.limodor.com are valid until cancelled by **LIMODOR**.

3.2.   All prices are subject to change and - unless otherwise stated - are in euros and include VAT. All prices quoted for **CUSTOMERS** who are entrepreneurs within the meaning of the Austrian Consumer Protection Act (KSchG) are also subject to change and are - unless otherwise stated - in euros and exclusive of VAT. The prices expressly do not include shipping costs. Shipping is at the expense of the **CUSTOMER**.

3.3.   The statutory value added tax will be charged additionally at the applicable rate. Any fees are to be paid by the **CUSTOMER**.

4. SHIPPING COSTS

4.1.   **LIMODOR** delivers to Austria, the entire European Union and third countries.

4.2.   The specific shipping method and packaging are subject to the dutiful discretion of **LIMODOR**. **LIMODOR** will charge the actual costs incurred for shipping, including an appropriate mark-up for overheads, but at least the costs applicable or usual for the selected shipping method on the day of delivery. The specific shipping costs actually incurred will be shown to the **CUSTOMER** during the ordering process.

4.3.   All goods are delivered by **LIMODOR** subject to retention of title (see point 15 below) and therefore remain the property of **LIMODOR** until full payment has been received.

5. CONCLUSION OF A CONTRACT

5.1   The offers of **LIMODOR**, which are displayed on the website accessible under the domain www.limodor.com, are non-binding in every respect and do not constitute an offer in the legal sense.

5.2   By ordering the goods by clicking on the 'Order with costs' button at the end of the order process, the **CUSTOMER** submits a binding offer to conclude a contract with **LIMODOR**. **LIMODOR** is not obliged to accept the **CUSTOMER**'s offer.

5.3   Before the binding submission of his order, the **CUSTOMER** can correct all entries on an ongoing basis using the usual keyboard and mouse functions. In addition, all entries are displayed again in a confirmation window on the website www.limodor.com before the binding submission of the order and can also be corrected there by the **CUSTOMER** using the usual keyboard and mouse functions.

5.4   The contract between **LIMODOR** and the **CUSTOMER** is then only concluded when **LIMODOR** accepts the **CUSTOMER**'s order.

5.5   **LIMODOR** is entitled to accept the **CUSTOMER**'s offer submitted through the order within 5 working days by sending an order confirmation, whereby the conclusion of the contract between the **CUSTOMER** and **LIMODOR** is legally valid. The receipt and acceptance of the order will also be confirmed to the **CUSTOMER** by e-mail.

5.6   With the order confirmation, **LIMODOR** sends the **CUSTOMER** the text of the contract and these General Terms and Conditions.

6.   TERMS OF PAYMENT

6.1   After the legally valid conclusion of the contract, the **CUSTOMER** undertakes to pay the purchase price using the payment method selected by the **CUSTOMER** during the ordering process. Payment methods are specified in the shop.

6.2   Bank transfers shall only be deemed payment upon receipt of the amount in **LIMODOR's** bank account. **LIMODOR** shall issue an invoice authorising input tax deduction with all legally required features.

6.3   If the **CUSTOMER** is in default of payment, 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 remains unaffected.

6.4 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**.

6.5 **LIMODOR** shall send invoices for the goods ordered by the **CUSTOMER** or for the price to be paid by the **CUSTOMER** once in electronic form to the e-mail address provided by the **CUSTOMER**. An electronically transmitted invoice is deemed to have been delivered when the message is made available in the **CUSTOMER's** inbox. A postal transmission of the invoice by **LIMODOR** to the **CUSTOMER** does not take place, only in electronic form.

7. CUSTOMER ACCOUNT

7.1 The **CUSTOMER** has the option of setting up a customer account to use the **LIMODOR** online shop or to place an order only as a guest. As a guest, the **CUSTOMER's** personal data will only be used to process the order.

7.2 If the **CUSTOMER** creates a customer account on the website www.limodor.com, the **CUSTOMER** is obliged to provide truthful information about his personal data and, in the event of a change, to change it accordingly in the login area of the customer account (e.g. change of address, surname after marriage, etc.). The **CUSTOMER** is responsible for the information in his login area of the customer account. **LIMODOR** does not adopt the contents of the **CUSTOMER** as its own.

7.3 If the **CUSTOMER** has a customer account, the contract data will be stored by **LIMODOR** in the respective customer account of the **CUSTOMER** after conclusion of the contract and can then be viewed by registered **CUSTOMERS** via login. The **CUSTOMER's** information/data stored in the customer account is not public.

7.4 After successfully registering a customer account, the **CUSTOMER** can access the login area of his own customer account at any time by entering his login details (e-mail address or username and the password he has chosen).

7.5 The **CUSTOMER** is obliged to keep the access data to the login area secret. The **CUSTOMER** must therefore avoid passing on, transferring or handing over the access data to third parties as far as possible.

7.6 Registration as a **CUSTOMER** for the creation of a customer account on the website www.limodor.com is free of charge.

8. DELIVERY OF THE GOODS / TRANSFER OF RISK

8.1   Unless otherwise agreed, the goods shall be delivered to the delivery address specified by the **CUSTOMER**.

8.2   **LIMODOR** is only obliged to perform the service as soon as the **CUSTOMER** has fulfilled all his obligations necessary for delivery.

8.3   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.

8.4   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**.

8.5   If the **CUSTOMER** fails to take delivery of properly provided goods or fails to do so on time or in full, **LIMODOR** shall be entitled to store the goods for a maximum period of 6 weeks at the **CUSTOMER's** risk and expense. The storage fees shall be borne by the **CUSTOMER**. At the same time, **LIMODOR** is entitled either to insist on fulfilment of the contract or, after setting a reasonable grace period of 14 days, to withdraw from the contract and to dispose of the goods elsewhere. In this case, the **CUSTOMER** shall - without prejudice to the assertion of further claims by **LIMODOR** - pay a contractual penalty of 10% of the invoice amount (excluding VAT) for the increased expense and possible loss of revenue.

8.6   Unforeseen obstacles for which **LIMODOR** is not responsible, as well as circumstances beyond **LIMODOR's** control that 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.). Likewise, if delivery is not possible due to delivery difficulties and/or price increases at **LIMODOR's** suppliers and/or producers, **LIMODOR** shall be entitled to withdraw from the contract without any obligation to pay compensation.

8.7   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.

8.8	Partial deliveries by **LIMODOR** are permitted. **LIMODOR** shall be entitled to invoice partial deliveries separately under full application of the terms of payment.

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

## 9.	WARRANTY

9.1	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 exists at the time of delivery of the movable item and becomes apparent within two years after this time.

9.2	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.

9.3	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.

9.4	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.

## 10.	GUARANTEE

10.1	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 air extractors) for a period of two years from delivery.

10.2   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.

10.3   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.

10.4   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.

10.5   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**.

10.6   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**.

11. COMPENSATION FOR DAMAGES / LIABILITY

11.1   **LIMODOR** is only liable for its own content on the website www.limodor.com. Insofar as **LIMODOR** provides access to other websites via links, **LIMODOR** is not responsible for the third-party content contained therein. **LIMODOR** does not adopt third-party content as its own. If **LIMODOR** becomes aware of illegal content on external websites, **LIMODOR** will immediately block access to these websites.

11.2   **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.

11.3   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.

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

11.5   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.

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

12. PRODUCT LIABILITY

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

12.2   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.

13. ELECTRONIC BUSINESS TRANSACTIONS

13.1 All legal declarations of the **CUSTOMER** may 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**.

13.2 **LIMODOR** reserves the right to immediately revoke the validity of individual or temporally specific legal declarations due to a malfunction of the data processing system and to make or request the renewed, valid transmission of the same by appropriate means.

14. REVOCATION

14.1 The **CUSTOMER** has the right to cancel the contract within 14 days without giving reasons. The cancellation period is fourteen days from the day on which the **CUSTOMER** has taken possession of the goods. To exercise the right of cancellation, the **CUSTOMER** must inform us of their decision to cancel the contract by means of a clear declaration. To comply with the cancellation period, it is sufficient for the **CUSTOMER** to send the notification of the exercise of the right of cancellation before the expiry of the cancellation period.

14.2 The cancellation / withdrawal must be sent to the following address:

www.limodor.com
LIMODOR Lüftungstechnik GmbH & Co KG
Paschinger Straße 56
P.O. Box 66
4060 Leonding
E-mail: office@limodor.com

If the contract has been completely fulfilled by both parties at the express request of the **CUSTOMER** before the right of cancellation is exercised, the right of cancellation / withdrawal shall lapse.

14.3 Consequences of cancellation / withdrawal
If the **CUSTOMER** has cancelled the contract, **LIMODOR** must refund all payments it has received from the **CUSTOMER** immediately, at the latest within 14 days from the day on which **LIMODOR** receives notification of the cancellation of the contract. For the repayment, **LIMODOR** shall use the same means of payment that the **CUSTOMER** used for the original transaction, unless expressly agreed otherwise in

writing with the **CUSTOMER**. Under no circumstances shall **LIMODOR** charge any fees for repayments.

14.4 The **CUSTOMER** must return the goods to **LIMODOR** immediately and in any case within fourteen days at the latest from the day on which he informs **LIMODOR** of the cancellation of the contract. The deadline is met if the **CUSTOMER** dispatches the goods before the expiry of the fourteen-day period.

14.5 If the **CUSTOMER** has requested that the services be commenced by **LIMODOR** during the cancellation period, the **CUSTOMER** shall pay **LIMODOR** a reasonable amount corresponding to the proportion of the services already provided up to the time at which the **CUSTOMER** informed **LIMODOR** of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

14.6 If the **CUSTOMER** is an entrepreneur within the meaning of the Austrian Consumer Protection Act (KSchG), cancellation/withdrawal is excluded.

15. RETENTION OF TITLE

15.1 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.

15.2 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.

16. DATA PROTECTION

16.1 **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.

17. FINAL PROVISIONS

17.1   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.

17.2   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**.

17.3   The language of the contract shall be German.

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

17.5   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.