General Terms of Delivery and Payment
of the **Oertli Induflame GmbH**

1. General
All supplies of our company against entrepreneurs, legal entities of the public law and public special funds - but not against consumers - are made on the basis of the following terms and conditions. This also applies to all subsequent orders. Any other terms of the contracting party shall only bind us if they are expressly accepted by us in writing. This also applies if different conditions are attached to the order of the customer or mentioned therein. There is no need to contradict the purchasing conditions of the customer.

2. Offers, order acceptance, prices
Our offers are always free in terms of price and quantity. An order shall only be accepted if it has been confirmed by us in writing. The customer is bound to his order not yet confirmed by us two weeks.
The documents relating to our offers such as illustrations, weight indications etc. are not binding. Cost estimates, drawings and other documents remain our property. Without our consent, neither be duplicated nor made known to third parties unless the customer has paid a special fee for this. They are to be used only for the contractual purposes.
Our prices do not include packaging, freight, postage, or insurance. Added to this is VAT in the statutory amount due in accordance with the VAT Law. The invoicing of the VAT in the respective legal amount due is also possible to us even if the conditions of § 29 UStG for the assertion of a compensation are not fulfilled.
The services not expressly stated in our offer, which are necessary for the execution of the order or executed at the customer's request, are calculated according to the concrete wage and material expenditure. Fees and costs relating to the fulfillment of official requirements at the place of assembly shall be borne by the customer. The same applies to the preparation of the required approval documents and drawings.
As far as the delivery of complete combustion plants is concerned, including the assembly, the prices of the offer shall only apply if the entire offered installation is ordered, with the proviso of uninterrupted assembly and subsequent commissioning.

3. Delivery dates and deadlines, delivery hindrances, partial deliveries
Delivery dates and deadlines are only approximate for us. They are non-binding, unless they are expressly confirmed by us as binding.
The delivery periods begin with the date of our order confirmation, but not before complete clarification of the execution details and all the conditions which the customer has to fulfill (for example, the provision of letters of credit and guarantees or timely performance of agreed prepayments and prepayments).
The delivery day is the date of the shipment or the notification of readiness for dispatch.
The delivery period is automatically extended by the period with which the customer is in default with his obligations; The same applies to delivery dates.
In the case of force majeure and other unpredictable, extraordinary and unforeseen circumstances - for example operational disturbances, strike, lockout, lack of transport, official interventions, power supply difficulties etc. - with us or one of our subcontractors is extended if we hinder the timely fulfillment of our obligation the delivery period to an appropriate extent, but by a maximum of four weeks, plus a supplementary delivery period. The extension shall not take place if the other party is not immediately informed of the reason for the hindrance as soon as it is overlooked that the abovementioned deadlines can not be complied with. If, due to the aforementioned circumstances, delivery or performance is impossible or unreasonable, we shall be entitled to terminate our obligation to fulfill the contract provided that we immediately reimburse the contractual partner any consideration already paid by him. If the hindrance lasts longer than four weeks plus additional delivery period, the customer can also withdraw from the contract. The customer can not claim damages in any of the aforementioned cases.
If we have concluded a congruent cover transaction, we are not supplied by our supplier with

the material necessary for the production of the goods, quantitatively or qualitatively insufficiently or not in a timely manner and we can not procure this material in good time or only at unreasonable conditions we are entitled to a right of withdrawal to the customer (self-retention reserve). In such cases, the customer will immediately be notified of the non-availability of the goods; He shall be refunded any possibly already paid consideration, if any, without delay. If we are only partly supplied by our supplier, we shall be entitled to rescind only on account of the non-delivered part, unless a partial delivery is unreasonable for the customer. At the request of the customer, we will assign our claims for damages against the supplier to the customer in the amount of the loss incurred. A right of rescission on our part shall be forfeited if we are responsible for non-delivery.
If we are in default of delivery for a binding delivery period, the customer may set a reasonable deadline and, after the unsuccessful expiry thereof, withdraw from the contract insofar as the contract has not yet been fulfilled. As a rule, the grace period is inadequate if it is shorter than 4 weeks.
Claims for damages due to delayed delivery can only be asserted against us if we deliberately delayed the delivery deliberately or grossly negligently.
We are entitled to make reasonable partial deliveries for the customer, unless a complete delivery expressly requested and confirmed by us. All partial deliveries can be calculated immediately.

4. Transfer of risk and dispatch
The type of packaging is determined by us. This is calculated at the cost price. Packaging, protective and transport means will not be taken back. If customary in the trade or agreed with the customer, we deliver unpacked.
Dispatch route and means of transport are determined by us for lack of special agreement. We are entitled, but not obliged, to insure deliveries in the name and for the account of the customer. Damage incurred during transportation must be reported immediately to the freight carrier and must be reported immediately to us with the certificate of the carrier.
The risk passes to the customer as soon as the consignment has been handed over by us to the person commissioned by the customer with the transport. This also applies if partial deliveries are carried out or on our part other services have been taken over. If the goods are ready for dispatch and the dispatch or acceptance is delayed for reasons which we are not responsible for, then the risk passes with the receipt of the readiness for dispatch to the customer. If the acceptance is not carried out by the customer, not in time or not completely, we are entitled to store or dispatch the goods at the cost and risk of the customer; The goods shall be deemed accepted.

5. Installation work
Unless otherwise agreed, assembly work shall be remunerated separately. The costs include, in particular, travel expenses, daily allowances, working hours of the assembly staff, including overtime surcharges (25% for the first overtime, 50% for each additional overtime), and night and Sunday work (50%) and holiday work (100%). Preparation, travel, waiting time and travel time is counted as working time.
Agreed flat rates for assembly work do not include surcharges for necessary overtime, night, Sunday and holiday work. These surcharges will be charged additionally.
Our general terms and conditions of assembly shall apply additionally.
If the assembly is carried out by the customer or by a third party commissioned by him, our respective valid operating and assembly regulations, which may be requested, must be strictly observed.

6. Right of withdrawal from Oertli Induflame GmbH
We are entitled to withdraw from the contract in the following cases:
• If, contrary to the pre-conclusion, the customer is not creditworthy. Creditworthiness can be readily accepted in a case of a bill of exchange or check protest, in case of cessation of the payment setting by the customer, the presence of an insolvency petition, the opening of

insolvency proceedings or an unsuccessful attempt to compel the customer. It is not necessary that the underlying measures have been taken by ourselves.
• If it turns out that the customer has made incorrect information regarding his creditworthiness and this information is of considerable importance.
• If the goods subject to our retention of title are sold differently than in the normal course of business of the customer, in particular by way of security transfer or pledge. Exceptions to this rule apply only insofar as we have previously declared our written consent to the concrete action.

7. Reservation of title

Until full payment of all claims resulting from the business relationship, including possible refinancing and reversal changes, we retain ownership of the goods delivered by us. The customer is only entitled to the resale, processing and processing of our goods within the scope of proper management.
If the reserved goods are processed with other items not belonging to us, we acquire the co-ownership of the new items in the ratio of the invoice value of the reserved goods to the other processed items.
In the case of the resale of the reserved goods or of the new product before full payment settlement, the customer already assigns his purchase price claims to us in the amount of our claim. In this case, the selling price replaces the goods.
Insofar as we have not reserved the collection of the assigned claim ourselves or as long as we do not give the customer any other instructions, he is entitled to collect them for us in trust. He has to keep the incoming payments separately and forward them to us immediately until our claim is balanced. If the payment of the third party is made by transfer to the bank of the customer, he hereby irrevocably assigns to us the claim to which he is entitled against his financial institution. The customer is also obliged to name the third-party debtors upon request and to notify us of the assignment.
Security transfers and pledging of the goods in our property or co-ownership or the claims assigned to us are not permitted. If, in principle, the customer assigns his claims to a third party, this assignment - which the customer hereby irrevocably responds - will in no case extend to the claims assigned or assigned to us according to the above.
The customer is obliged to insure the goods in our property or co-ownership appropriately against fire, water and theft. He hereby irrevocably assigns the claims to which he is entitled in the event of the occurrence of a claim against his insurance insofar as they relate to our property or co-ownership.
In the case of access by third parties to the goods in our property or co-ownership or the claims due to us, in particular in the case of pledging, the customer shall immediately notify the third party or the executing body of our (co-) ownership or our claimholder on presentation of the supporting documents. In addition, he must inform us immediately of the access and provide us with the documents necessary for an intervention.
The right of the customer to resell and process the reserved goods as well as to collect the claims assigned to us shall be terminated with the payment setting, the application or opening of insolvency proceedings, a check or alternating protest, a garnishment or an unsuccessful execution attempt at the buyer. Subsequent payments received by the Customer to claims assigned to us shall be immediately collected on a special account.
If we make use of the right to take back the goods due to our reservation of title, this shall not constitute a withdrawal from the purchase contract.
If the value of the collateral according to the preceding paragraphs exceeds the amount of outstanding receivables thereby secured by more than 20% for the foreseeable duration, the customer is entitled to demand from us in this respect the release of collateral than the excess.
The assertion of our rights from the reservation of title does not release the customer from his contractual obligations. The value of the goods at the time of the redemption is only charged to our claim against the customer.

8. Notification of defects

The delivery item is free of material defects if it corresponds to the product description or, insofar as no product description exists, according to the respective state of the art. Changes in the design and / or execution, which neither affect the functional capability nor the value of the delivered goods, are reserved and do not entitle us to a complaint.

In the case of defects which do not or only insignificantly impair the value and / or usability of the delivered item, there are no claims for defects.

Software supplied by us is free of defects if it has been developed in compliance with recognized programming rules and fulfills the functions contained in the production description valid at the time of conclusion of the contract or has been agreed separately. The precondition for our warranty is the reproducibility of the defect. The customer has to describe this sufficiently.

Guarantees for the condition and durability of the delivery item shall only be accepted insofar as we have expressly and in writing declared the warranty as such.

The customer is obligated to examine the delivered goods immediately after delivery and to immediately inform us of existing defects as far as they are not hidden defects. At the latest one week after receipt of the goods, in writing. Hidden faults shall be notified in writing at least two working days after their discovery. Complaints against transporters or other third parties have no legal effect. Defects which have been criticized against the above obligations, in particular belatedly, are deemed to be approved and are excluded from the warranty.

The burden of proving that the defect already existed at the time of the transfer of risk lies with the customer.

The warranty rights are initially limited to supplementary performance, whereby we are responsible for the decision whether to remedy the defect (rectification) or to deliver a defect-free product (replacement delivery). We may make supplementary performance subject to the prior payment of a relatively reasonable portion of the contractually agreed fee. The costs of the supplementary performance (in particular transportation, travel, work and material costs) will be replaced by us after examination, if a warranty obligation exists, insofar as the customer did not deliver the delivery abroad, the delivery was not from abroad to abroad Or the delivery item was not installed in an inaccessible location. In the latter cases, claims by the customer are excluded as far as the transport, path, work and material costs increase due to the location of the delivery item. First of all, however, the customer bears the costs of sending the complained parts for return or repair to our factory or to another place to be determined by us in Germany. The return of allegedly defective goods by the customer must be accompanied by the delivery of the proof of delivery as well as carefully packaged. If, in exceptional circumstances, we have entered into the submission and if the warranty does not result in a warranty obligation, the customer must reimburse us for the costs incurred. Should we have rectified the defect or replaced the defect before the customer returns the defective part we are still entitled to return this part. As long as the complained part has not been received in our house, we are entitled to charge incoming payments - in spite of possibly different claims for reimbursement by the customer - on the replacement delivery and / or improvements carried out by us. This amount will be credited to the customer as soon as the defective part has been received in our company.

In addition, we shall have the right to make a subsequent supplementary performance, in our own choice, in the event of failure of a subsequent performance attempt to make a further attempt, if not otherwise from the nature of the matter or the defect or from other circumstances. Only if the repeated supplementary performance has failed, the customer has the right to withdraw from the contract or reduce the purchase price.

The customer can only demand replacement of his expenses instead of the owed service, which he has made in confidence in the receipt of the service and which could reasonably be made if an intentional or grossly negligent breach of duty by us or one of our vicarious agents exists. Reimbursement of expenses can not be demanded if the purpose of the expenses would not have been achieved without our breach of duty.

If subsequent performance requires a disproportionate expense, for example because the delivery item is located at a distance from our domicile abroad or installed in a location that is

difficult to access, we can demand that the warranty rights be restricted to reduction or withdrawal of contract.
The customer can only claim damages from us because of inadequate performance if an intentional or grossly negligent breach of duty by us or one of our vicarious agents is present. Compensation for damages shall be limited to the contractual, foreseeable damage resulting from the violation of a contractual obligation. The replacement of pure assets, in particular loss of production, reduction in production or loss of profit, is additionally limited by the general principles of good faith, for instance, in cases of disproportion between the amount of the contractual compensation and the amount of damages.
No damages exceeding € 5.000.000, - for damage to persons and / or property as well as damages caused by the wrong or defective installation, commissioning, treatment, operation or maintenance, or by the use of inadequate or other than the prescribed control devices, Fuels, firing, electricity and voltages, by the wrong burner selection or adjustment or inappropriate lining walls, do not constitute any deficiencies. The same applies to overload, corrosion and deposits, unless we are liable for such damages as per section 9.
In the case of § 438 para. 1 no. 2 BGB (damages for a building and for objects which have been used according to their usual use for a building and which caused their defect), the claims of the customer in case of defects will be for two years from delivery of the matter. The reduction of the limitation period does not apply in case of injury to life, body or health and in case of willful or grossly negligent breach of duty by us or our vicarious agents as well as in the case of malicious concealment of a defect or in the event of the assumption of a quality guarantee. The statutory periods of limitation apply here.
Irrespective of the preceding limitation periods, the service life of a wear part (for example, seals, combustion chamber fittings and linings) results from its wear during normal use. This can be significantly shorter than the statutory or aforementioned limitation period of two years. If the replacement of a wearing part becomes necessary after expiry of its usual service life, this does not justify any claims for defects.
Insofar as we provide application engineering consultations or planning aids to the customer's own requirements (ie not during assembly and customer service by us / for this purpose our general terms and conditions for assembly are valid), this is done to the best of our knowledge. They do not exempt the customer from its own examination of the products for their suitability for the intended procedures and purposes. We are only liable to the extent to which we have corrected or revised our demonstrably incorrect application engineering consultations or planning aids. Any further liability for application engineering consultations or planning aids is excluded insofar as we are not liable according to clause 9.
The customer is responsible for observing legal and official regulations when using our goods. Liability under the Product Liability Act is not affected by the above regulations.

9. Liability
We shall only be liable for compensation for damages and for reimbursement of futile expenses (§ 284 BGB) for the violation of contractual or non-contractual obligations (eg delay or tort)

- in cases of intent or gross negligence,
- for culpable injury to life, body or health,
- due to fraudulent concealment of a defect or an express assumption of a quality guarantee or
- according to the Product Liability Act for personal injury or property damage to privately used items.

In addition, we are also liable for minor negligence due to the violation of essential contractual obligations. In this case, however, our liability shall be limited to the contract-type damage reasonably foreseeable at the time of conclusion of the contract.
The above provisions shall apply equally to our fulfillment and execution aid.
A change of the burden of proof to the detriment of the customer is not connected with the above regulations.

10. Terms of Payment
Repair and assembly invoices are payable immediately upon receipt without any deduction.

Unless other terms of payment are mentioned in the order confirmation or invoice, other invoices shall be paid within 30 days after the date of the invoice (= due date) by bank check or transfer, net.
Cash discount is only granted if expressly agreed. A cash discount agreement will lapse if the customer is in default with previous invoices. Bills of exchange are accepted only exceptionally and with special prior agreement as well as only for payment. The customer shall bear the costs and expenses incurred in the discounting process; They must be replaced immediately in cash. Bills of exchange are accepted without guarantee for correct presentation and protest. Payments shall be deemed to have been made on the date on which we can dispose of the amount.
Payments to agents without written collection are not effective.
The customer is in default of payment by a reminder from us, which occurs after the due date. Even without a reminder, payment delays occur if the customer fails to make payment within 30 days after the due date and receipt of an invoice or equivalent payment.
In the event of a delay in payment, we shall be entitled to demand interest at a rate of 8 percentage points above the base interest rate for the year.
Payments are always used to settle the earliest due debt plus the maturity or default interest accrued thereon.
If the customer is in arrears with a payment due which is not insignificant, he has terminated his payments or if a material deterioration of his assets has occurred, our claims from all existing contracts with the customer are immediately due for payment; Deferrals or other payment delays - also by accepting acceptances - will end immediately. We can demand provision of security for deliveries and services that have not yet been carried out. The above shall also apply if bills of exchange or checks are not credited in a timely manner by the drawee.
The set-off with counter-claims as well as the exercise of rights of retention, in particular the right to withhold payment is due. This shall not apply to undisputed or legally binding counterclaims.

11. Withdrawal
Ordered and delivered goods we do generally not take back as a matter of principle. The rights of the customer in the event of a warranty remain unaffected. If, in exceptional cases, the withdrawal has been accepted by us in writing, storage, transport and other costs will be borne by the customer as a result of the return of the delivery item. At least, however, 15% of the net product value plus statutory value-added tax will be billed to the customer or deducted from the issued goods voucher.

12. Transferability of rights
With the exception of the assignment of money claims, the customer may transfer his rights from the contract in full or in part to third parties only with our prior written consent.

13. Place of Performance and Jurisdiction
The place of fulfillment for all obligations resulting from the contractual relationship is Stuttgart. The court of jurisdiction for all legal disputes arising from the contractual relationship is also Stuttgart. However, we reserve the right to sue at the registered office of the customer.
The right of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall also apply to contracts with foreign contacts.

14. Other
Verbal ancillary agreements and amendments to the contract are only binding for us if they have been confirmed by us in writing.
Should individual provisions of these terms be or become invalid, this does not affect the validity of the other conditions. In this case, the invalid provision shall be replaced by the parties by another which is as close as possible to the intended economic success of the invalid provision.