

General Terms & Conditions of Purchase of Viessmann Technologies GmbH

§1. Scope

(1) To all business relationships with our suppliers or contractors („suppliers“), our purchasing conditions shall exclusively apply and as far as they do not contain any regulations the statutory provisions shall apply, unless otherwise agreed in writing in individual cases.

(2) We do not accept contradictory or deviating terms and conditions, unless we had expressly agreed to them in writing. Even the unconditional acceptance of delivery while being aware of conflicting or divergent general terms and conditions does not constitute our consent to their validity.

(3) Our purchasing conditions shall also apply to all future business with the supplier, without us having to refer to them again in each individual case.

§2. Order and conclusion of contract

(1) Our requests are non-binding until we submit a binding order either in the form of a formal order or in the form of acceptance of an offer from the supplier.

(2) If the supplier submits an offer to our request, he/she is obligated to adhere to our request in terms of quantity, quality of the goods and further details and, in the case of deviations, to make explicit and clear reference to these in a prominent form. If the supplier creates an offer for us, this shall be done free of charge for us.

(3) If we place an order through the submission of an offer, this shall be effective 3 days („acceptance period“), unless shorter binding periods are specified in individual cases. After expiry of the above deadline, we are no longer bound to our order.

(4) Verbal or electronic offers will only become effective if they are confirmed by our written order („order“). To maintain the written form, a fax or e-mail shall be sufficient. Changes or amendments to the order also require our written confirmation to become effective.

(5) The acceptance of our offer by the supplier must take place within the above acceptance period in writing („order confirmation“). We can revoke our offer until receipt of the order confirmation from the supplier.

(6) If the order confirmation deviates from our order, a contract shall only be concluded as far as we have expressly agreed to the order confirmation in writing. Without such prior written consent, our payments or acceptance of supplies and services shall not constitute acceptance. For obvious errors (such as typing and miscalculation) and incompleteness of the order, including the order documents, the supplier must notify us for correction or completion prior to acceptance; otherwise the contract shall be considered not closed.

(7) The respective binding technical guidelines and standards shall apply to the order.

(8) Precondition for the order to become effective is the free-of-charge production and submission

of a supplier's declaration containing at least the country of origin and the customs tariff number (see link: http://www.zoll.de/DE/Fachthemen/Warenursprung-Praeferenzen/Praeferenzen/Lieferantenerklaerungen/Wortlaute-von-Lieferantenerklaerungen/wortlaute-von-lieferantenerklaerungen_node.html). In exceptional cases, we can waive the production of a supplier's declaration by confirmation in writing (e-mail).

(9) The client shall be entitled at any time to assign existing supplier's rights from this agreement, obligations under this agreement for the provision of services and the ownership of materials provided by the supplier in the course of their performance, to third parties, in particular their clients. The supplier, for their part, expressly declares a waiver of any rights of retention and undertakes to render their deliveries and services in such a manner that the assignment is possible for the customer at any time.

§3. Subsequent changes

(1) We can subsequently demand changes to the agreed services with a corresponding adjustment of the consideration, if there are special operational reasons for this. This applies in particular if we were unable to foresee the reasons on the conclusion of the contract and the changes are customary in the trade or are reasonable for the supplier in individual cases.

(In the event of an aforementioned change, the effects on delivery dates and any additional or reduced costs shall be settled appropriately and mutually. However, price increases and delivery time extensions will only be accepted if actual and proven additional costs or extended delivery times are associated with the change and if the supplier has notified us in writing immediately after the change of order.

§4. Delivery time, delay in delivery

(1) The agreed delivery dates are binding.

(2) Decisive for compliance with the delivery date or the delivery period is the receipt of the goods at the place of receipt or utilization specified by us or the time of successful acceptance.

(3) In the case of earlier delivery than agreed, we reserve the right to return the goods at the supplier's expense or to store the goods at the supplier's expense and risk until the delivery date, until the ordered goods can be stored at the place designated by us on conclusion of the contract.

(4) The supplier is obliged to inform us immediately in writing stating the reasons and the probable duration of the delay if circumstances occur or become apparent to them, which make evident that the agreed delivery time cannot be met.

(5) If the supplier fails to provide the service owed or is in default of delivery, we shall be entitled to the statutory claims in full.

(6) If the supplier culpably exceeds the agreed delivery date in accordance with Section IV No. 1, he/ she shall be liable to pay a default penalty of 0,15% of the gross total order value per calendar day of culpably exceeding the delivery date, but not more than 5% of the gross total order value. We can claim the default penalty beside the fulfillment as a minimum amount of compensation for damages owed by the supplier in accordance with the statutory provisions; our right to assert any further damage incurred or arising remains unaffected. The forfeiture penalty will be credited

in this case. If we accept the delayed performance, the penalty can also be asserted by us if we have declared a corresponding reservation to the supplier within 5 calendar days of receiving the delayed delivery.

(7) The supplier can only invoke the absence of necessary documents to be supplied by us if he/she has requested the documents in writing by setting a reasonable period of grace and has not received them within the aforementioned period.

(8) Force majeure shall only relieve the contractor if he/she notifies us in writing without any negligent delay immediately after becoming aware of it, specifying the exact circumstances and expected duration of exceeding the time limit.

§5. Packaging, shipping and transfer of risk

(1) The dispatch of each delivery must be reported to us separate from the delivery note by a corresponding dispatch note with the same content of the delivery note.

(2) The deliveries shall be made in accordance with our current shipping regulations, which have been announced to the supplier. Packaging material must be taken back by the supplier on our request. The goods must be packed in such a way that transport damage is avoided as far as possible.

(3) Orders are to be delivered to us in exact quantity on the desired delivery dates. Under- or over-supply require separate agreements.

(4) The supplier is only authorized to provide partial deliveries if this was originally agreed or subsequently approved by us. If defects occur in a partial delivery, which justify the assumption that agreed future partial deliveries will be inadequate, we can reject the acceptance of the further partial deliveries and wholly or partly withdraw from the contract if the supplier fails to justify this assumption within a reasonable period of time with objectively appropriate means. Further statutory or contractual rights shall remain unaffected by such withdrawal.

(5) Over-supplying without agreement is generally not accepted and will be returned at the supplier's expense and risk to the supplier's place of business.

(6) The delivery will be „Delivered Duty Paid“ (DDP) according to INCO terms 2010 to the place specified in the order. If the destination has not been specified and nothing else has been agreed, the delivery must be made to our place of business. The respective destination is also the place of performance (delivery debt).

(7) The shipment shall be accompanied by a delivery note stating the date (issue and dispatch), contents of the shipment (number, characters and numbers of the packages) and our order code (date and number). If the delivery note is missing or incomplete, we are not responsible for the resulting delays in processing. For deliveries to the construction site, the delivery note with readable acceptance must be sent to our purchasing department within 24 hours.

(8) The risk of accidental loss and accidental deterioration of the object passes to us at the place of performance on delivery. Insofar as acceptance is agreed or required, this shall be decisive for the transfer of risk. Further, in the case of acceptance the statutory provisions of the law for service

contracts shall apply accordingly. The handover or acceptance shall be deemed the same if we are in default of acceptance.

(9) The statutory provisions shall apply unconditionally to the occurrence of our default of acceptance. However, the supplier must expressly offer us his services even if a specific or determinable calendar time has been agreed for an action or participation on our part (for example, ordering of material). If we are in default of acceptance, the seller may demand compensation for their additional expenses in accordance with the statutory provisions. If the contract relates to an unacceptable item to be produced by the supplier, the supplier is only entitled to further rights if we have committed to participation and are responsible for the failure to cooperate.

(10) If the supplier has reserved the ownership of the delivered goods, this reservation shall apply only until the actual payment of the goods, unless we have become the owner through processing, combining or mixing. We do not accept prolonged or extended reservation of proprietary rights as well as group or current account reservations.

§6. Subcontracting

The supplier is not entitled, without our prior written consent, to have the service owed by them performed by third parties (such as subcontractors). If the supplier culpably violates this, we are entitled to withdraw from the contract. Our right of claiming for compensation shall remain unaffected by this.

§7. Prices, invoices and terms of payment

(1) The price stated in the order is binding. If the price has not been specified in the order and has not been agreed otherwise, the prices of the seller valid at the time of the order shall be deemed fixed prices. All prices are exclusive of statutory sales tax, if this is not shown separately.

(2) Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the supplier as well as all ancillary costs (for example proper packaging, transport costs, customs clearance and possibly transport and liability insurance).

(3) The agreed price is due for payment within 30 calendar days from the complete delivery and service (including a possibly agreed or legally required acceptance) as well as proper invoicing. If we make the payment within 14 calendar days, the supplier grants us a 3% discount on the net amount of the invoice.

(4) Invoices are to be submitted separately to the accounting department with separate VAT, separated after each delivery with the order project number of each individual item.

(5) All payments are only made to the supplier. The assignment of his claims against us, arising from price payment, to third parties is hereby excluded.

(6) Advance payments to suppliers prior to their delivery are generally only made on presentation of a deposit guarantee in the same amount.

(7) If we pay before the transfer of risk, the transfer of the delivery item shall be deemed to have been agreed unless we have requested and received collateral from the supplier in the amount of the above payment. Any advance or interim payments do not constitute acceptance of the orderly

nature of the deliveries / services.

(8) We are entitled to offsetting rights and rights of retention as well as the objection of the non-fulfilled contract to the legal extent. In particular, we are entitled to withhold payments due as long as we still have claims from defective shipments against the supplier.

§8. Foreign trade business

(1) For the international movement of goods, the supplier must submit a clearance certificate without being requested to do so. The indication of the tariff number of the goods concerned is mandatory.

(2) The supplier must attach a detailed packing list to the shipment and mark the individual packages with the order and project number.

§9. Liability for defects

(1) For our rights in case of material and legal defects of the goods (including wrong and short delivery and improper installation, faulty assembly, operating or handling instructions) and other breaches of duty by the supplier, the statutory provisions shall apply, unless otherwise stated below.

(2) The supplier is liable according to the legal regulations that the goods meet the agreed quality upon the transfer of risk to us. All shipments / services must conform to the state of the art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations. If deviations from these regulations are required in individual cases, the supplier must obtain our written approval for this. The supplier's liability for defects is not limited by this consent. If the supplier has objections to the type of execution requested by us, he/she must inform us immediately in writing.

(3) The supplier undertakes to use environmentally friendly products and processes for their deliveries / services and also for deliveries or ancillary services of third parties within the scope of economic and technical possibilities. The supplier ensures the environmental compatibility of the delivered products and packaging materials. He/She is liable for all damages caused by the culpable violation of their above obligation. The supplier is obliged to hand over the safety data sheets valid for their shipment with the delivery. The supplier indemnifies us against all recourse claims of third parties in the event that the supplier culpably fails to submit the safety data sheets to us or submits them with delay. The same applies to all later changes.

(4) As agreements on the condition those product descriptions shall apply which are- in particular by designation or reference in our order- the subject of the respective contract or were included in the contract in the same manner as these conditions of purchase. It makes no difference whether the product description comes from us, the supplier or the manufacturer.

(5) Insofar as the condition is not agreed, it shall be deemed a material defect if the goods are not suitable for the use required under the contract. Further, in addition to the statutory provisions, a material defect even exists if the goods do not have the properties we can expect according to the product description given by the supplier or manufacturer: it is sufficient if the product description handed over to us after the conclusion of the contract (e.g. together with the goods).

(6) Deviating from § 442 pass. 1, sentence 2 BGB, we shall also be entitled to claims for defects

without any restriction even if the defect remained unknown to us due to gross negligence at the time of conclusion of the contract.

(7) For the obligation to investigate and reprimand, the statutory provisions shall apply with the following proviso: Our obligation to investigate is limited to defects that are revealed during our incoming-goods inspection through visual inspection including the delivery documents and in our quality control in the sampling procedure (for example transport damage, incorrect deliveries and short deliveries). Insofar as acceptance is agreed or required by law, there is no obligation to investigate. Moreover, it depends on the extent to which an investigation, taking into account the circumstances of the individual case in the ordinary course of business, is feasible. Due to the special nature of the system business, a check-up and any necessary reprimand can usually only be made after installation and commissioning of the order item. A complaint of defects, wrong deliveries or quantity deviations shall be deemed to be timely if it is made immediately after opening the packaging, installation or use. We will immediately notify the supplier of any obvious defects in the delivery / service in writing as soon as they have been ascertained in accordance with the circumstances of a proper course of business, but at the latest within 10 working days after receipt of the delivery by us. This does not affect our obligation to complain about defects discovered later. In all cases, our complaint (notification of defects) shall be deemed to be prompt and timely if received by the supplier within 10 working days.

(8) If the supplier fails to fulfill their obligation to subsequent performance- at our discretion by rectifying the defect (rectification) or by delivering a free-of-defect product (replacement)- within a reasonable period set by us, we can remedy the defect ourselves and demand reimbursement of the necessary expenses and a corresponding advance payment from the supplier; this does not apply if the supplier was entitled to refuse supplementary performance. If the supplementary performance by the supplier has failed or is unreasonable for us (for example due to special urgency, endangerment of operational safety or imminent occurrence of disproportionately high damage), no deadline is required; the supplier must be informed immediately, if possible beforehand, and given the opportunity to assure themselves or a trusted person whether a defect exists. In addition, on a defect or a defect of title we are entitled according to the statutory provisions to reduce the purchase price or to withdraw from the contract. Moreover, we are entitled, as per the statutory provisions, to claim for compensation of damage and reimbursement of expenses.

(9) Insofar as the supplier's shipment includes software, rights or other objects whose use is permitted only on the basis of corresponding rights of use (licenses), the necessary rights of use shall be transferred to us on delivery at no extra charge. The supplier is liable for fault on the inventory, the transferability and enforceability of the rights of use.

(10) Further, the supplier shall be liable, regardless of negligence or fault, for ensuring that industrial property rights (such as patents, petty patents, trademarks, trade names) as well as copyrights and other rights of third parties are not infringed by their delivery. If we are claimed by a third party for alleged infringement, the supplier is obliged to exempt us from these claims upon first request. For the scope of the indemnity obligation § 9.2 of these terms of purchase applies accordingly.

(11) Irrespective of the above indemnity obligation, the provisions of these General Terms and Conditions of Purchase shall apply to the supplier's liability for defects of title as per the following stipulations:

- There is a defect of title if third parties can assert rights against us with regard to the subject matter of the contract which we do not have to accept against us as per the agreements with the supplier. Insofar as a right is the subject of the contract, the same shall also apply to its existence, transferability and enforceability.

- If there is a defect of title, the supplier is obligated to give us the right to unrestricted further use (repair) or- at our discretion- to modify the subject of the contract in a way that is reasonable for us so that the legal defect no longer exists (replacement).

- The supplier is liable for damages and reimbursement of expenses even if he/she did not know about the legal defect or was otherwise not responsible. Our statutory right to reduce the price or withdraw from the contract shall remain unaffected thereof.

§10. Product liability, producer liability

(1) As far as the supplier is responsible for product damage, he/she is obligated to indemnify us in this respect from claims of third parties including the necessary legal costs, as the cause lies in their domination and organization and he/she is liable in the external relationship.

(2) In the context of their indemnity obligation, the supplier shall reimburse expenses incurred as a result of or in connection with a claim by third parties, including any recall actions we have carried out. With regards to the content and scope of recall measures, we will inform the supplier- as far as possible and reasonable- and give them the opportunity to comment. Further statutory claims remain unaffected.

(3) The contractor will label the delivery items in such a way that they are permanently recognizable as their products. The contractor has to carry out quality assurance that is appropriate in items of type and scope, in accordance with the latest state of the art, and to prove this to us upon request.

§11. Supplier's recourse

(1) Our legally determined recourse claims within a supply chain (supplier recourse according to §§ 478, 479 BGB) are entitled to us in addition to the warranty claims without limitation. In particular, we are entitled to demand exactly the type of supplementary performance (repair or replacement) from the supplier, which we owe to our customer in individual cases. Our legal option (§ 439 pass. 1 BGB) is not limited by this.

(2) Before we acknowledge or fulfill a defect claim asserted by our customer (including reimbursement of expenses), we will notify the seller by stating the facts and ask for a written statement. If a statement is not given within a reasonable period of time and if no mutually agreed solution is induced, the warranty claim actually granted by us shall be deemed due to our customer; in this case, the supplier is responsible for the counter-proof.

(3) Our claims from supplier recourse apply in addition to the statutory provision even if the delivery of the goods to a consumer- for whatever reason- has been omitted.

§12. Limitation period

(1) The reciprocal claims of the contracting parties expire in accordance with the statutory provisions, unless otherwise specified below.

(2) Deviating from § 438 pass. 1 No. 3 BGB the general limitation period for claims for defects is 3 years from delivery. Insofar as acceptance has been agreed, the period of limitation begins with the acceptance.

(3) The periods of limitation of the purchase right including the aforementioned extension periods apply- to the legal extent- to all contractual claims for defects. Insofar as there is a non-contractual claim for damages due to a defect, the statutory limitation period applies (§§ 195, 199 BGB); the special limitation periods of the purchase right apply, however, if their application leads to a longer limitation period in individual cases.

(4) The above passage 3 sentence 2 shall apply mutatis mutandis to all- contractual and non-contractual- claims arising from defects in title. In addition, such claims shall under no circumstances be subject to the statute of limitation as long as the third party can still assert the right against us, in particular in default of a limitation period. The statutory period of limitation for in rem claims for return from third parties (§ 438 pass. 1 No. 1 BGB) remains unaffected.

§13. Material supplies

(1) Materials provided on our part remain our property and shall be stored separately, marked and managed free of charge. Their use is only permitted for our orders. In the event of impairment or loss, the contractor must provide compensation and, in this case, cover appropriate insurance at his expense. This also applies to the calculated transfer of order-related material.

(2) Processing or transformation of the material is done for us. We become the direct owner of the new or transformed thing. If this is not possible because of legal reasons, the supplier and we shall agree upon placing the order that the ownership of the new or modified item shall pass to us at the time of its creation. The supplier stores the new or modified thing free of charge for us with the care of a proper merchant.

§14. Drawings, models, tools, etc. confidentiality

(1) Drawings, models, shapes, patterns, profiles, standard sheets, first prints, gauges, other documents or tools provided by us or made at our expense remain our property. They may not be passed on to third parties nor used for purposes other than the fulfillment of the contract. They are to be protected against unauthorized inspection or use. Subject to further rights, we may demand their delivery as soon as the supplier violates their legal or contractual obligations to us.

(2) The supplier shall carefully store the above-mentioned objects and insure them at his expense against fire, theft or other loss. He must return them to us immediately after completion of the order unsolicited, without keeping copies, duplicates, etc.

(3) The supplier undertakes to treat all non-public commercial or technical details, which become known to them through the business relationship, as business secrets and not to make them accessible to third parties. Sub-suppliers are to be obliged accordingly.

(4) Without the purchaser's consent the contractor may not make or arrange any publications in connection with the order or the system. This also applies to the use as a reference.

§15. Data protection

(1) The contractor agrees that their data required for the business relationship will be stored and used by us.

(2) Commitment to data secrecy according to § 5 DSGVO:

On the basis of § 5 DSGVO, the contractor is prohibited from collecting, processing or using any personal data that he/she becomes aware of as part of their work for Viessmann Technologies GmbH. The contractor must ensure that personal data is processed lawfully, in good faith and in a manner that is reasonable for the data subject. He/She also has the obligation to demonstrate compliance with this requirement (so-called accountability). This applies to their business activities inside and outside the company as well as after termination of their contractual relationship.

(3) We comply with our data protection information obligation by giving information on www.vitec-hof.de with our data privacy statement there, in a transparent manner, about the handling of your personal data.

(4) Commitment to protection of trade secrets:

By accepting the order, the contractor confirms that he/she shall treat the information and documents obtained in connection with their work for Viessmann Technologies GmbH from customers or from the company in a confidential manner. The contractor will not use this information and documentation for improper purposes, e.g. for other clients. The contractor is aware that in the event of a breach of this obligation, he/she must expect sanctions from Viessmann Technologies GmbH. This may be a contract termination or the assertion of claims for damages. Irrespective of this, the threatened penalties are to be expected from such violations of the law.

§16. Miscellaneous

(1) Viessmann Technologies GmbH is a construction provider within the meaning of § 13b UStG. For unjustified value added tax, the contractor shall also be liable beyond the limitation period.

(2) Viessmann Technologies GmbH is a waiver customer as per clause 19 SLVS.

§17. Final provisions

(1) The ineffectiveness of a provision or individual parts of a provision of these Terms and Conditions of Purchase shall not affect the effectiveness of the conditions of purchase and/or other agreements between the parties. If, in the event of ineffectiveness, no provision of dispositive legal law exists, the parties undertake to replace the ineffective provision by an effective provision that corresponds as far as possible to the economic purpose of the ineffective provision.

(2) Place of fulfillment and exclusive- also international- place of jurisdiction for all legal disputes arising from or in connection with the contractual relationship existing between the supplier and us is the district court responsible for our business address.

However, we are also entitled to bring an action before the court responsible for the supplier's location.

(3) In addition to these conditions, German law shall exclusively apply, excluding the UN Sales Convention (CISG).