

General Conditions of ConProMa GmbH in the area of air technology

I. General Provisions

1.

For our deliveries and services in commercial transactions with corporate (r) n (hereinafter referred to as "Contracting Party") subject to the following delivery and payment terms (hereinafter "terms") in effect at the time the goods or services, as amended. Differing terms and conditions, in particular purchasing conditions are only valid if they have been explicitly accepted in writing. This also applies in the event that the supply of us runs unconditionally after the contractor has objected to the validity of our conditions.

2.

The General Terms and Conditions are supplemented by business division by special conditions.

3.

By placing an order, the contractor agrees that our terms and conditions apply to all, including future, business relationship with him.

4.

All agreements and legally relevant declarations of the parties and their representatives / agents shall only be made in writing, the written form is maintained by writing, including e-mail.

II. Offer, conclusion of contract, change of title

1.

Our offers are always non-binding, unless something else has been agreed in writing.

2.

Design changes and deviations from the brochure and catalog information even after sending the order confirmation expressly reserved by written notification to the other party, as long as the price and / or the essential performance or the delivery time are changed and the changes / deviations are reasonable for the Party.

3.

The order is accepted, the scope of delivery and the time of delivery, our written order confirmation. Correct and punctual delivery remains a requirement.

4.

The question of our goods pictures, weights and dimensions, technical data, etc. apply regardless of the form of the relevant data medium only as customary approximations if they have not been expressly described by us in the order confirmation as binding.

5.

Objections to order confirmations must be made in writing immediately, no later than eight days after the date of issue with us.

III. Prices

1.

Our prices are net prices and do not include packaging, freight, insurance and customs VAT applicable on the day of delivery or service tax.

2.

If there is a significant change in the labor, material, or energy costs, each Party is entitled to demand an appropriate adjustment of prices in consideration of these factors.

IV. Delivery and Service

1.

Unless otherwise agreed, we deliver ex works. We are free to choose the mode of dispatch, unless otherwise agreed. Small orders are sent only against cash and without granting our discounts.

2.

Free site or free warehouse As far as delivery is agreed, this means delivery without unloading, provided a passable with heavy truck access road. Exits the delivery vehicle on the instructions of the contractor the motorable access road, so this is liable for resulting damages. Unloading must be made immediately by the contractor. Waiting times are charged to the contractor. Exceptions are deliveries on islands and mountains.

3.

The given "circa" Appointments for goods and services are not legally binding. Fix appointments must be confirmed by us in writing as such. A delivery deadline is met if up to its expiry the delivery item has left our warehouse, or the contractor readiness for dispatch has been notified.

4.

Partial deliveries and services are, as far as commercially available, and may be allowed even if presented separately in our invoice. Partial deliveries or partial performances are exceptionally inadmissible if they are acceptable to the contractual partner.

5.

Is a non-binding delivery date has been exceeded by more than 6 weeks, the contractor is entitled to ask us in writing to deliver within a reasonable period, or to be paid. If the delivery or service not provided by us until the end of the grace period, the other party may request in writing that he cancel the contract (withdrawal). Delay damages or damages for non-performance of the contractor may claim only insofar as they are based on an intentional or grossly negligent breach of contract (breach of duty) by us.

6.

Delivery and service delays due to force majeure and other events which impede delivery or make it impossible - this includes in particular labor disputes, equipment failure, power supply difficulties, riots, official measures, delay or failure to receive supplies by our suppliers, transport disruptions, epidemics, natural disasters, war, etc. - we are not responsible even if binding dates and deadlines. We are in these cases obliged to report immediately to the contractor the delivery or performance failure and its probable duration. The dates and deadlines shall be extended in these cases by the duration of the hindrance plus a reasonable lead time. Such unforeseen events also entitle us to demand all or part of the contract avoided. Claims for damages of the contractual partner are excluded, unless they are based on an intentional or grossly negligent breach of contract by us.

7.

The fulfillment of our delivery and performance obligations presupposes the timely and proper fulfillment of the contractual obligations of the contracting party, in particular his payment obligations ahead.

8. Delaying the execution of a delivery by circumstances that are the responsibility of the contractor, he shall bear the resulting additional costs and the risk of accidental loss or accidental deterioration

of the delivered goods from notification of dispatch. Contract According Goods ready for dispatch must be called off immediately, otherwise we are after previous grace period (reminder) entitled to deliver them at the expense and risk of the purchaser at our option or to store them at our discretion and to invoice immediately.

9.

The the contractor was required to examination and complaint shall apply mutatis mutandis to deliveries and services outside of the Sale of Goods.

V. Terms of Payment

1.

Payments have generally agreed due to, otherwise within 8 days from the invoice date.

2.

The payment term specified in our invoice shall be deemed contractually agreed due date. Exceeding this term of payment automatically occurs a default, without requiring even a reminder. In case of default we are entitled to, but at least to charge interest at the standard bank lending rates applicable to the business dealings statutory default interest. Further claims for delayed payments shall remain unaffected.

3.

We only accept exchange due to a separate written agreement. Banking, discount and collection charges shall be borne by the contractor.

4.

Are we after the contract becomes aware of circumstances which are suitable to reduce the creditworthiness of the contractual partner, we are entitled to refuse performance and the contractor to determine a reasonable period in which he paid train to train against surrender or to provide security , In case of refusal of the contractor or the deadline expires, we may demand avoidance of the contract and damages for non-performance.

5.

The contractor is not entitled to the purchase price of potential counterclaims, not resulting from this contractual relationship to retain them. A right to set off only undisputed or legally established counterclaims.

VI. Retention of title

1.

All delivered goods (reserved goods) until full payment of all our claims from the business relationship, including future, regardless of the legal reason, our property, even if payments for specifically designated claims are made. For current accounts, the reserved property serves as security for our balance claim. The retention of title also applies to the case of resale and / or processing of the goods.

2.

The contracting party may only sell the goods in the ordinary course of business as long as he is not in default and resell under the condition that its customers can not set off counterclaim against the

demand from the resale. To dispose of the reserved goods, in particular for the transfer of ownership and to pledge, the contractor is not entitled.

3.

Claims arising from the resale of the reserved goods are assigned by way of security until full payment of our claims (para. 1) to us. We take this assignment for security already now. If the Party has already taken over his future claims from the sale of its goods advance directives that could be the assignment of security to meet us (such as assignments in advance Part of factoring), shall apply instead of demands from the resale of our reserved goods with the resultant claim of the contractor to return to the beneficiary of the advance directive (eg Factoring Bank) than us. The contractor shall inform us immediately if and once they've made advance directives resulting in his business demands or if contractual or other obligations or are imminent that might affect our security interests.

4. The contractual partner is entitled to collect claims from the resale up to our revocation at any time. The earnings from the resale of our reserved goods sales proceeds or superseding its place surrogates (eg factoring) are in the amount of our respective invoice content directly our property. Our authority to collect the claim assigned to us even at non-compliance with our terms of payment shall remain unaffected. At our request, the contractual partner is obliged to inform his debtors of the assignment to us known and to provide us with the necessary information to enforce the claims. In execution activities in our security interests of the contracting parties shall draw attention to our rights and to inform us immediately.

5.

In case of default of the contracting party, we are entitled to a reasonable grace period, to demand even without rescinding the contract at the expense of the contractual partner of the reserved goods.

6.

The right of the contractual partner to resell and to collect the claims therefrom expires automatically, without the need for an extension of time, if the conditions are met, under which the contractor may request the opening of insolvency proceedings. The same applies to unsuccessful expiry of a deadline set by us, to which we had requested from the contractors for the deterioration of its creditworthiness prepayment or securities (see. Para. V.4.). Ends the resale rights of the contractual partner, we can demand the return of the goods at the expense of the contractor. Additional freight, shipping and other charges and for impairment of the goods has the contractual partner to replace in any case.

7.

Treatment and processing of the goods carried out for us as manufacturer, without obligating us. If the reserved goods with other items not belonging to us are combined or processed, we shall acquire joint ownership of the new item in proportion of the invoice value of our goods to the invoice value of the other goods used. Processed goods or our co-ownership apply thereto as reserved goods in the sense of the preceding paragraphs.

8.

If the value of securities existing for us our claims not only temporarily by a total of more than 20%, we, upon request collateral in a corresponding amount at our option back.

9.

In cross-border transactions, the contractor has true for the essential in his home country measures to protect our retention of title. These include, for example:

- In Switzerland: The participation to our retention of title registration in the official register;

- In Austria: The registration of extended reservation of title by naming the purchase price in it's books;
- In Spain: The involvement in the creation of a notarial deed.

Should a similar scheme to retention of title, as is possible under the law applicable at the headquarters of our contract involved delivery work, not be recognized in the home country of the contracting party (in particular the absence of the institution of extended or prolonged retention of title) we can by the other party at any time with a bank guarantee, bank guarantee or an adequately strong security in the amount of the respective order value our deliveries require.

VII. Liability of the seller for any lack of conformity (defect liability)

1.

The contractor has a right to have our goods and services to be provided under the contract. For any non-conformities, in particular material defects, we shall be liable, unless otherwise agreed by the statutory provisions.

2.

For non-conformities caused by unsuitable or improper use, faulty installation or commissioning by the contractor or a third party, normal wear and tear, faulty or negligent treatment, we are liable nor for the consequences of improper and without our consent modifications or repairs undertaken by the contracting party or third parties , The same applies to defects that reduce the value or suitability of the goods only insignificantly or by virtue of which the goods have already been delivered at reduced prices.

3.

Before exercising its remedies set us a reasonable extension of the contractor to fulfill the contractual obligations and grants us the possibility of properly checking the demands upon us.

4.

The contractor has a duty to examine the goods within a short period, at the latest within 5 working days of receipt at the destination. Obvious defects, the contractor in writing within a reasonable time, but not later than 14 days after receipt of goods at destination, hidden defects within a reasonable period, no later than 14 days after discovery of the error. The nature of the defect can be described exactly.

5.

For justified and timely notice of defects we may, at our discretion the defective goods or deliver a faultless replacement. The expenses required for the purpose of subsequent transfers of contractors, insofar as they increase because the goods or services are transported to a place other than the office of the contracting party, unless the transfer corresponds to a contractual use.

6.

There is no obligation to pay damages under a contract breach is limited to intent and gross negligence.

7.

For alternatively delivered and installed parts and repairs the warranty period is 1 year after delivery / installation.

VIII. Product Liability, Limitation of Liability

1.

For damages due to a product defect, we are liable under the statutory provisions on product liability.

2.

A liability for damages which have not occurred to the delivery item is excluded. This also applies to consequential damages of any kind, unless they are based on an intentional or grossly negligent breach of duty by us or that property assurances should also express the risk of consequential damage detection. The claim for damages for breach of fundamental contractual obligations is limited to the typical foreseeable damage.

3.

Insofar as our liability is excluded, this also applies to our vicarious agents.

4.

The disclaimer does not apply in the cases where we privately by the Directives 85/374 / EEC of 25.07.1985 and 1999/34 / EC of 04.06.1999 (liability for defective products) for the delivery item for personal injury and damage to errors used objects liable. Furthermore, the disclaimer does not apply to damages resulting from injury to life, limb or health that are based on an intentional or negligent breach of duty by our legal representatives or one of our agents.

5.

For other manufacturers further claims are expressly excluded, in particular because of a product defect, the manufacturer is responsible. We advocate the extent any claims that we have against the manufacturers and / or suppliers, to the contractor from.

IX. Secrecy

1.

The contractor undertakes to treat all non-public commercial and technical details which become through his business relationship with us, to treat as a trade secret.

2.

Drawings, models, templates, samples and similar objects shall unauthorized third parties or otherwise made available. The reproduction of such items is only permitted within the scope of operational requirements and copyright provisions.

3.

The contractor agrees to the unanswered call one of us put to him the offer to return to it passed we offer documents fully and promptly to us.

X. Other Provisions

1.

Unless otherwise agreed in writing, the place of performance and jurisdiction for both parties to the seat of our contracting parties work. Regardless, we are also entitled to sue the contractual partner at his general jurisdiction.

2.

Only the force on each jurisdiction law (lex fori) for the contractual relationship to the exclusion of conflict of laws provisions prevail. In cross-border transactions will Dasun Convention of 11.04.1980 on Contracts for the International Sale of Goods [CISG] application. As far as the CISG does not

specify the legal relationships between the contracting parties is governed by the legal order on the relevant jurisdiction under its conflicts of law provisions.

3.

The contractual partner agrees that we process and use the received under or in connection with our business relationship personal data of the contracting party to the extent permitted under Directive 95/46 / EC of 24.10.1995 (Privacy Policy).

4.

If any provision in these Terms and Conditions or any provision in any of our other contractual agreements be or become ineffective, this shall not affect the remainder the effectiveness of these conditions / agreements. In this case, the parties are obliged to replace the invalid provision by a possible the same economic effect.

Date: May 2015

Special conditions Air Treatment

In addition to the General conditions of ConProMa GmbH apply to transactions within the division Air Treatment following special conditions:

I. Mandate

Non-compliance of the contract we are entitled to either make the cost actually incurred and proven damage claims or to claim without evidence 25% of the purchase price as liquidated damages, unless the contractor does not prove a lesser claim.

II. Orders on call

Orders on call shall be called no later than 6 months from the date of order confirmation by the contractor. If not in time within a reasonable period, we put the contractor retrieved, we are entitled at our discretion either no demand for the currency concerned on the date of delivery to deliver, to demand compensation for non-performance or withdraw from the unfulfilled part of the contract ,

III. Packing

Packing material is charged at cost price and not taken back. The contractor is obliged to dispose of the packaging material in accordance with the legal provisions at his own expense.

IV. Delivery periods

1.

Delivery periods begin with the dispatch of the order confirmation, but not before complete clarification of all details of the order and to be procured by the contractor documents, approvals and releases, and not before receipt of an agreed payment or opening a letter of credit.

2.

Delivery periods are extended - without prejudice to our rights arising from default of the contractor - by the period by which the contractual partner against us is with its obligations under this or other contractual agreements. The same applies to delivery dates.

3.

We come in any case, only be in default if we can not afford to due to written reminder of the contracting partner due to justifiable reasons, within a reasonable period of grace to us.

V. Installation

Unless otherwise agreed in writing, the installation on the destination of the goods is not included.

VI. Shipping

Dispatched Goods reported must immediately retrieve the latest within 5 working days, or be picked up. Otherwise we shall be entitled after reminder, to ship the goods at its own discretion at the expense and risk of the contractual partner, or to store them at our discretion and to invoice immediately.

VII. Defects

1.

Our warranty obligation assumes that our delivered goods are properly fitted by a recognized specialist company, taking into account the relevant standards and acknowledged rules of technology and used in strict accordance with our instructions. The warranty is void if the defect occurred is causally related to an improper change, working on hand handling. For damages resulting from use-related wear of the natural wear listed below, excessive stress, improper maintenance, violent damage, failure to observe our operating instructions, improper use or improper operation or outside the normal operating order lying circumstances, we assume no liability.

2.

Our warranty obligation presupposes further that the contractor a etwaig apparent lack sufficiently specific names entered in writing and set us a reasonable period for repair or replacement. It is to give us an opportunity to convince ourselves of the defect notified on the spot itself or through a representative. To undertake all necessary us reasonably appearing repair and replacement of contractors has to give us for understanding the time and opportunity and to ask us to desire assistants available.

3.

Only in urgent cases of danger to operational safety, by which we must be informed immediately, or if we are with the removal of the defect in arrears, the other party has the right to remedy the defect itself or by third parties and adequate compensation from us for his to demand costs.

4.

In deviation from the statutory deadlines Claims to defects in our products or parts thereof which are to be installed by the contractor in a building in two years. For touched by the fire parts of heating systems, the limitation period for warranty claims is First Notwithstanding sentence 1, only one year. Even with mechanical and electronic systems, or parts thereof, where maintenance influences the safety and operability, the statute of limitations is one year only if the contractor has opted to maintain for the duration of the period of limitation is not up to us to transmitted.

VIII. Retention of Title

1.

If the goods delivered by us or additional investment associated with real estate or inserted into a building or a heating system, this is done for a temporary purpose with the intention of re-separation as soon as we will do our retention of title. Is that part of the building not the contractor, he has

made clear to the owner that the connection or insertion of the goods supplied by us is only a temporary purpose.

2.

If our reserved goods are installed in a piece of land or building, as the contracting party hereby assigns to him against the third adult to compensation amounting to the invoice value of our goods including the right to grant a cautionary mortgage to us.

IX. Taking back

Goods that were properly ordered and delivered will not be returned. We decide, however, in exceptional cases, to a withdrawal, we will reimburse for flawless and unused goods 90% of the bill incurred by deducting expenses for Fanned, transport damage, etc.

Date: May 2015



CONDITIONS OF PURCHASE

I. General Conditions of Purchase ConProMa GmbH

All goods and services that you consider of Business (r) n: provide (hereinafter "Supplier") to companies of ConProMa GmbH, based solely on these conditions. As far as between the party en master agreements and individual legal arrangements have been made, these have priority. Amendments and supplements must, like the change of the written form of the writing, the writing is maintained by writing, including e-mail. Other Terms and Conditions shall not apply even if they are not explicitly contradicted in individual cases.

II. Order

1.

Orders, contracts and order releases as well as amendments and supplements must be in writing.

2.

If the supplier is not our order within a period of 2 weeks after receipt of the order by written confirmation, so a subsequent adoption is considered counter-offer and can optionally be accepted or rejected by us. Delivery schedules shall become binding if the supplier does not object within 2 weeks of receipt.

3.

The supplier may subcontract with our consent.

4.

We are entitled to demand changes to the delivery item even after conclusion of the contract, to the extent the Supplier reasonable. Any resulting impact in terms of additional or reduced costs and the delivery date should be duly considered.

III. Prices / payment

1.

The price specified in the order is binding. Absence of a written agreement, the price is the "free delivery" or DDP, including packing, insurance, unloading, to falling taxes and customs formalities and customs. Price increases are only valid if they have been confirmed by us in writing.

2.

Invoices must be submitted to us after delivery separately in proper form including a sufficient number of copies for the settlement.

3.

We pay, unless otherwise agreed in writing, the purchase price in the currency applicable at the seat of our plant within 14 days with 3% discount or within 90 days after delivery / performance and receipt of invoice net in the customary way. The agreed payment period begins on the respective next 1st or 16th day of the month following receipt of the goods and the invoice.

4.

Offsetting and retention to the extent permitted by law.

IV. Packaging

Unless the individual contractual agreement or reference to packaging standards no further arrangements have been made, the goods must be packed at least so that transport damage is avoided. Packaging materials are to be used only to the extent necessary for this purpose in accordance with the scope of the EC Directive 94/62 / EC of 20.12.1994 on packaging and packaging waste. Reusable packaging means are carriage paid to withdraw from the supplier. The supplier is liable for the environmental compatibility of the supplied packaging materials and for all consequential damages arising from breaches of contract of this type.

V. Delivery Time

1.

The delivery time stated in the order is binding. The supplier for the procurement of supplies and services required for the supplies and inputs - even without fault - fully one.

2.

The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him, which indicate that the agreed delivery dates can not be met.

3.

If the supplier by exceeding the contractually agreed delivery in default of delivery, we are entitled to demand a lump sum *Verzugsentschädigung* for addition resulting from the supplier costs (eg for transport, insurance, storage, etc.), but not more than 10% of the in delayed delivery contract value. The assertion of a proved higher damage remains reserved.

4.

Failure to comply with agreed delivery dates shall be deemed fundamental breach of contract and entitles us, without notice of default and a grace period to declare the contract avoided and claim damages for non-performance.

VI. Transfer of Risk / Documents

1.

The date of delivery and the transfer of risk is determined - if it is clear from the individual Treaties provide otherwise - after clause DDP.

2.

The transfer of risk is based on the obligation of the supplier in accordance with III. Section. 1, thus to discharge by the supplier at the place of destination.

3.

If we have an ordering, inventory or item number specified in our order, the supplier is obliged to record this number in all correspondence and on all shipping documents and delivery notes. The incorrect or missing numbers notice e when we incur processing costs and the consequences thereby related delays shall be borne by the supplier.

VII. Quality and Documentation

1.

Unless contractually agreed otherwise, the supplier for its deliveries as a minimum requirement, the force on the seat of our contracting parties work product regulations, the recognized technical regulations, safety regulations and the agreed technical data has to comply and this, type the accepted rules appropriate quality management system (eg DIN EN ISO 9000, VDA 6, ISO / TS 16949, etc.) to set up at its own expense, to document and prove. Otherwise, the deliveries are considered not suitable for the purpose, would ordinarily be used for the goods of the same type.

2.

We reserve the right to convince us of the effectiveness of the quality management system on site. Changes the specified product features or of influencing it the production process are reported to us or consult with us.

3.

The supplier has to check the quality of the delivery items. The contracting parties shall inform each other about the possibilities for quality improvement.

4.

If the type and scope of the audit as well as the instruments and testing methods between the supplier and we are not agreed, we are ready to discuss the tests with him at the request of the supplier in the context of our knowledge, experience and possibilities

5.

In the particularly marked in the technical documentation features, the supplier shall in addition keep special records as to when, how and by whom the delivery items have been checked with regard to these features, and what results have shown these investigations. The traceability with regard to the material used and the manufacturing process for the specially marked characteristics must be ensured by appropriate labeling.

6.

The test documents are kept for ten years and submitted to us when needed. The supplier has to undertake within the framework of the law to the same extent, the supplier.

VIII. Confidentiality

1.

The supplier undertakes to treat all commercial and technical details that are to him through the business relationship with us, to treat as a trade secret.

2.

The supplier is obliged to treat all drawings, models, templates, samples, illustrations, calculations, drawings, other documents and information strictly confidential. Third, they may be only with our express prior consent is improperly disclosed or made available. The reproduction of such items is only permitted within the scope of operational requirements and copyright provisions. The confidentiality obligation also applies after completion of the contract; it expires if and to the extent contained in the documents handed over know-how has become generally known.

3.

The subcontractors shall be bound accordingly.

4.

The supplier may only advertise our prior written consent with the existing business relationship with us.

IX. Claims for breach of contract by the supplier and recourse

1.

The supplier guarantees that the goods free of non-conformities (defects) are supplied by him, are provided with the promised characteristics and meet our requirements.

2.

We undertake to inspect the goods within a reasonable time frame for any visible quality and quantity deviations. A complaint has so far carried out in time if it is received after completion of the investigation within a reasonable time from the supplier.

3.

The remedies for breach of contract by the supplier, including all remedies for faulty goods or services available to us in full.

4.

The warranty of the supplier is for two years from the date of delivery or performance.

5.

If there is a justifiable lack of supplier delivery goods, we are entitled to demand from the supplier at our discretion to remedy the defect or a replacement delivery for which the supplier has to bear the costs. These include in particular transport, travel, labor, material costs or costs for the customary scope of inspection control.

6.

All replacements or repairs are also part of this set out in the General Conditions of Purchase warranties.

X. legal defects

1.

The supplier warrants that the supply no infringement particularly with regard to compliance with laws, regulations or other provisions will bring any official body.

2.

The supplier warrants that all items delivered at its disposal through unrestricted property and that no other third-party rights (such as intellectual property rights, copyrights, liens, other creditor positions from assignment of receivables or other credit securities, factoring, hire purchase, Purchase etc.) preclude.

3.

If we are held liable by a third party for the infringement of property rights in connection with the supply, the supplier is obliged to indemnify us upon first written request from these claims.

4.

The indemnification obligation of the supplier refers to all applications that arise from or in connection with the claim by a third party.

XI. Product Liability

1.

If the supplier is responsible for a product defect, he is obliged to indemnify us from damage claims of third parties upon first request. One responsibility of the supplier is particularly likely if he admits the cause in his control and organization and he is liable in the external relationship.

2.

In this context, the supplier is also obliged to reimburse any expenses arising out of or in connection with a recall action carried out by us. We will inform the supplier about the content and scope of the recall measures - as far as possible and reasonable - and give him an opportunity to comment

3.

The supplier undertakes to take out at his own expense a product liability insurance with coverage totaling us each desired. Any further claims for damages remain unaffected.

4.

Unless otherwise agreed, the insurance coverage to the whole of Europe has to extend and the scope and duration of the respective limits of liability of EC Directive 85/374 / EEC of 25 July 1985 (Product Liability Directive) or the corresponding national product liability laws correspond. The supplier shall forthwith forward us a duplicate of the valid insurance contract.

XII. Liability for environmental

The supplier undertakes to comply with the applicable at the place of our contracting work environmental legislation for the production and the quality of products in deliveries / services and also with third party supplies or additional services. The supplier guarantees in particular the free of dangerous to be provided to us goods and services. The supplier is liable for the environmental compatibility of the products supplied and for all consequential damages arising from the violation of environmental laws and regulations and / or pollutant sustainability of products.

Date: May 2015