1. Validity

Our deliveries, services and offers take place exclusively according to these general terms and conditions. Deviations from our terms and conditions only become a contractual condition if these deviating terms and conditions are recognised and confirmed in writing. Moreover, we are not bound by deviating terms and conditions of the buyer/orderer; inclusion in a contractual relationship is hereby explicitly contradicted.

2. Offers/order acceptance

2.1 If the buyer/orderer sends us an order, the offer is made before delivery of the goods.

2.2 An offer made to the user is only considered as accepted by the user after sending of the written order confirmation by the user and assigning of an order number.

2.3 When signing a purchase agreement it remains subject to alterations for the user that are necessary due to the state of the art or changes and the options deviating from the purchase agreement and were not known at the time of the signing of the purchase agreement. The order confirmation sent by the user is decisive for the order execution.

2.4 The buyer/orderer is bound to their order until the answer by the user. If they do not receive an order confirmation within a reasonable period, they can demand this under an extension of time of 14 days or otherwise withdraw from the order.

2.5 The buyer/orderer is obligated to return the drawing approval after it is sent by the user, signed within 14 days of receipt to the user. Sending of the signed drawing approval does not oblige the user to manufacture the purchased facilities in the absence of an order number.

3. Performance periods and transfer of risk

3.1 Our prices are in euros ex factory, excluding packaging and transport insurance, plus the respectively valid legal value added tax.

3.2 For contracts regarding goods deliveries and other services, the user is bound to the price agreed upon in the order. The user has no further claims against the supplier with respect to decreased or increased estimated expenses after sending of the order confirmation or the delivery only takes place after four months for reasons for which the buyer/orderer is responsible, a price adjustment is possible if the relevant factors for the calculation of costs, i.e. the purchase price, the expenditure incurred in the production, the respective value added tax, have significantly changed on the conclusion of the contract. In the event of a significant price increase of more than 5% of the originally agreed upon price the buyer/orderer is granted the right to withdraw from the contract. Both price-decreasing and price-increasing positions are taken into account at the time of the order confirmation.

4. Duty of cooperation of the buyer/orderer

4.1 The delivery and assembly periods named by us are non-binding, unless otherwise explicitly agreed in writing.

4.2 Delivery and performance delays due to force majeure (e.g. war, fire, strike, operating faults at sub-suppliers or with us, unforeseen unforeseeable unforeseeable delays in the acceptance of performance by the buyer/orderer, etc.) as well as unforeseen official measures allow us to delay the delivery or performance by the duration of the delay. The user accepts this transfer.

4.3 If the hindrance persists for longer than three months, our contractual partner is entitled to withdraw from the contract. The user is liable for all expenses arisen for this reason.

4.4 The risk of the goods is transferred to the buyer/orderer upon sending of the goods ex factory or ex store, if there is no further delivery obligation of the user. If the shipment is delayed due to facts that are in the area of responsibility of the buyer/orderer, then the risk is already transferred from the day of readiness for shipment. The buyer/orderer may only withdraw from the contract if the delay takes place at the risk of the buyer/orderer, unless otherwise agreed. Shipping agreements are to be placed with the order. No liability for damage during transport is accepted if this is not within the area of responsibility of the user.

5. Duty of cooperation of the buyer/orderer

5.1 The buyer/orderer is obligated to meet all required on-site conditions for the installation of the performance (system) to be provided by us before the assembly date indicated by us at their own costs. If the buyer/orderer is unable to inform the user of the delivery and the reason for the hindrance in addition to a reasonable startup period or to fully or partially withdraw from the contract due to the price not yet fulfilled. The right to make partial deliveries is explicitly allowed. Such events do not represent a default due to our default.

5.2 The user is obligated to inform the order of the delay and the reason for delay immediately.

5.3 If the hindrance persists for longer than three months, our contractual partner is entitled to withdraw from the contract after a reasonable extension of time of a further three weeks due to the part yet to be fulfilled. The partial performance already rendered up to that point is to be reimbursed.

5.4 The risk of the goods is transferred to the buyer/orderer upon sending of the goods ex factory or ex store, if there is no further delivery obligation of the user. If the shipment is delayed due to facts that are in the area of responsibility of the buyer/orderer, then the risk is already transferred from the day of readiness for shipment. The buyer/orderer may only withdraw from the contract if the delay takes place at the risk of the buyer/orderer, unless otherwise agreed. Shipping agreements are to be placed with the order. No liability for damage during transport is accepted if this is not within the area of responsibility of the user.

5.5 Our deliveries, services and offers take place exclusively according to these general terms and conditions. Deviations from our terms and conditions only become a contractual condition if these deviating terms and conditions are recognised and confirmed in writing. Moreover, we are not bound by deviating terms and conditions of the buyer/orderer; inclusion in a contractual relationship is hereby explicitly contradicted.

6. Notice of defects/warranty

6.1 Notice of defects due to apparent faults are to be communicated in writing without undue delay no later than within a calendar week after receipt of the goods. If the buyer/orderer is a legal entity under public law, a special formal requirement for the notice of defects exists. If the buyer/orderer is a natural person to whom the ordered item belongs for the operation of a commercial enterprise, this applies due to every discernible defect and the complaint of due to incomplete or incorrect delivery. Otherwise the warranty is excluded. For the delivery and installation of heating systems, in particular the removal of the delivery receipt report (as well as the inspection and transfer report) by the buyer/orderer, the buyer/orderer recognises the freedom from defects and contractual and scheduled implementation of the boiler system including control cabinet and auxiliary processes at the time of the installation.

6.1.1 Faults not recognised are also to be complained in writing about immediately after their detection.

6.2 The warranty for our goods and services is one year if the buyer/orderer is not a consumer (e.g. to be equipped or equalled to a commercial enterprise). The user has no further claims against the supplier with respect to decreased or increased estimated expenses after sending of the order confirmation or the delivery only takes place after four months for reasons for which the buyer/orderer is responsible, a price adjustment is possible if the relevant factors for the calculation of costs, i.e. the purchase price, the expenditure incurred in the production, the respective value added tax, have significantly changed on the conclusion of the contract. In the event of a significant price increase of more than 5% of the originally agreed upon price the buyer/orderer is granted the right to withdraw from the contract. Both price-decreasing and price-increasing positions are taken into account at the time of the order confirmation.

6.2.1 A reference to technical standards does not represent an assurance.

6.2.2 Only once correctly carried out, a failed after repeated repair can the buyer/orderer demand reduction or remu-

6.2.3 The warranty is excluded

6.2.4 If in the event of natural wear and tear

6.2.5 In the event of the use of unsuitable heating or shredding materials for every form of chipper, e.g. for the use of metallic foreign bodies in particular removes any warranty claim. This also applies if the cause of the defect or effect that is unsuitable fuel has led to an excessive contamination of the boiler system.

6.2.6 In the case of the warranty, in any case the use of new, mobile devices (e.g. chippers) must be bought by the buyer/ orderer to the user for their repair at own costs.

7. Information obligation according to the Consumer Dispute Resolution Act

7.1 If you as a consumer have actively entered into a contract with us via the internet, you can call us up via the online dispute resolution as follows: “Online dispute resolution according to Art. 14 Paragraph 1 ODR-Regulation”. The Eu- ropean Commission maintains a platform for online dispute resolution (OS), which you can find at http://ec.europa. eu/odr.

7.2 Due to the Consumer Dispute Resolution Act we expressly inform you that we do not participate in the dispute resolution process before a consumer arbitration board according to the Consumer Dispute Resolution Act.

8. Liability of the user

8.1 The user is only liable, irrespective of Section 6 for damages – regardless of the legal reason – if an assured risk which is unavoidable in the state of the art has been created by the user, unless the user was not aware of the defect or error or defect or error or effect that the property has led to an excessive contamination of the boiler system.

8.2 In the case of warranty, in any case the use of new, mobile devices (e.g. chippers) must be bought by the buyer/ orderer to the user for their repair at own costs.

10. Default interests

10.1 In the event of default of payment or of goods delivery, at the point in time of the signature.

10.2 Changes to construction

10.3 If the hindrance persists for longer than three months, our contractual partner is entitled to withdraw from the contract after a reasonable extension of time of a further three weeks due to the part yet to be fulfilled. The partial performance already rendered up to that point is to be reimbursed.

11. Changes to construction

11.1 We reserve the right to undertake changes to construction at any time if this corresponds to the technical require- ments. However, there is no obligation to do so.

12. Court of jurisdiction and place of fulfilment, partial invalidity

12.1 For all claims from the business relationship with registered traders, including demands for bills of exchange and cheques, the exclusive court of jurisdiction is the competent civil court for the user. The same court is for disputes arising from the purchase agreement and was not known at the time of the signing of the purchase agreement. The order confirmation sent by the user is decisive for the order execution.

12.2 The place of fulfilment for all services and deliveries from contracts is the registered office of the user.

12.3 German law is applied to the contractual relationship with the exclusion of the United Nations Convention on Con- tractual Sale for International Sale (CISG).

13. Reversibility of the clause

13.1 Should a condition of this contract be ineffective, the effectiveness of the remaining conditions are not affected by this. The parties obligation themselves to replace it with a provision that reflects this condition as closely as possible.