

General Terms and Conditions

"Delivery and Installation"

1. Basic provisions

- 1.1. These General Terms and Conditions (hereinafter "**GTCs**") govern the legal relationship between us, vilisto GmbH, Schellerdamm 22-24, 21079 Hamburg, Germany, (hereinafter: "**us**", "**we**", "**vilisto**") and our customers (hereinafter "**customer**") in the version valid at the time of the conclusion of the contract, insofar as the customer is an entrepreneur within the meaning of section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law. These GTCs apply in particular to contracts for the delivery and/or installation of radiator thermostats and gateways.
- 1.2. These GTCs shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the customer shall not apply unless vilisto expressly agrees to their validity. These GTCs also serve as a framework agreement for future similar contracts with the same customer, without vilisto having to refer to the validity of the GTCs again in each individual case.
- 1.3. Individual agreements made with the customer in specific cases shall take precedence over these GTCs. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- 1.4. The customer must submit legally relevant declarations and notifications relating to the contract (e.g. setting a deadline, notification of defects, cancellation or reduction) in writing, i.e. in written or text form (e.g. letter, email, fax) to the contact details stated in the contract or offer.. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimisation of the declaring party, shall remain unaffected.
- 1.5. References to the validity of statutory provisions shall be for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCs.

2. Conclusion of contract

- 2.1. vilisto's offers shall be subject to change and non-binding. The customer's order constitutes a binding contractual offer. Unless otherwise stated in the order, vilisto shall be entitled to accept this contractual offer within 10 (ten) days of its receipt. The offer shall be accepted by written or digital message from vilisto to the contact details provided by the customer or by delivery of the goods to the customer. Acceptance may also refer to parts of the order only, in which case a contract shall only be concluded for those parts of the order.

3. Delivery period and delay

- 3.1. The delivery period shall be agreed individually or be specified by vilisto upon acceptance of the order. Otherwise, the delivery period shall be approximately 4 (four) weeks from conclusion of the contract.
- 3.2. vilisto shall inform the customer immediately of a new, expected delivery period if vilisto is unable to meet an agreed delivery period. If the goods cannot be delivered within this new delivery period, vilisto shall be entitled to withdraw from the contract in whole or in part. In this case, any consideration paid by the customer shall be refunded immediately.
- 3.3. The occurrence of our default in delivery shall be determined in accordance with the statutory provisions. However, a reminder from the customer is required in any case for default to occur.
- 3.4. The customer's rights pursuant to section 9 of these GTCs and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfilment), shall remain unaffected.

4. Delivery and transfer of risk

- 4.1. Delivery shall be ex warehouse, which shall also be the place of fulfilment for the delivery and any subsequent performance. At the customer's request and expense, the goods may be shipped to another destination (sale by delivery). vilisto may determine the type of shipment itself, unless

otherwise agreed.

- 4.2. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover of the goods to the customer. In the case of sale by shipping (by any means of transport), this risk and the risk of delay shall pass to the customer upon handover of the goods to the carrier or to the person appointed to carry out the shipment.

5. Installation

- 5.1. If vilisto undertakes the installation of the subject matter of the contract, the customer must ensure that the installation site is in a condition safe and ready for installation at the agreed installation date. This also includes clearing installation site of any objects to ensure unobstructed access to the installation site. The representative of vilisto performing the installation works can at its sole discretion assess whether the site complies with this section.
- 5.2. The place of fulfilment in the case of agreed installation is the place where the installation is to take place. The risk shall pass to the customer upon completion of the installation.
- 5.3. If the customer fails to comply with the obligation to cooperate/obligation under section 5.1 of these GTCs and installation is therefore not possible, the risk of accidental loss shall pass to the customer upon handover. The customer shall bear any costs incurred as a result of the customer's failure to comply with the obligation under section 5.1.

6. Prices, shipping, payment methods

- 6.1. Unless otherwise agreed in individual cases, all prices valid at the time of conclusion of the contract shall apply, ex warehouse plus the applicable statutory value added tax (VAT).
- 6.2. In the case of a sale by shipping (see section 4.1), the customer shall bear the transport costs ex warehouse and the costs of transport insurance, if requested. Should vilisto undertake the installation (see section 5), vilisto shall bear the transport costs.
- 6.3. Unless otherwise agreed, the purchase price is due and payable within 14 (fourteen) days of invoicing.
- 6.4. Upon expiry of the aforementioned payment period, the customer shall be in default without the need for a reminder. From this point in time, the customer shall pay vilisto default interest at the applicable statutory default interest rate. vilisto shall be entitled to claim higher damages for default.
- 6.5. The customer may only offset claims against vilisto with legally established or undisputed claims.

7. Retention of title

- 7.1. vilisto retains title to the delivered goods until full payment of the purchase price (including VAT and shipping costs, if applicable).
- 7.2. The customer shall not be authorised to resell the goods delivered by vilisto and still subject to retention of title without the prior written consent of vilisto.

8. Warranty for defects

- 8.1. vilisto shall be liable for material defects (including incorrect and short deliveries, as well as improper assembly or defective assembly instructions) in accordance with the applicable statutory provisions, in particular sections 433 et seq. BGB, unless otherwise specified below. The basis for liability for defects is the agreement reached on the quality of the goods. Any product descriptions of vilisto on which the individual contracts are based or which have been made public by vilisto (e.g. on the website) shall be deemed to constitute such an agreement. Insofar as the quality has not been agreed, the statutory provisions shall apply to determine whether a defect exists. vilisto accepts no liability for public statements made by third parties.
- 8.2. The customer must have complied with the statutory inspection and notification obligations (sections 377, 381 of the German Commercial Code (HGB)) in order to assert claims for defects. Should a defect become apparent upon delivery, during inspection or at a later point in time, vilisto must be notified immediately. In any case, obvious defects must be reported within 5 (five) working days of delivery. If the defect could not be detected during inspection, it must also be reported within 5 (five) working days of discovery. The notification must be made in writing. Should

the customer fail to inspect the goods and/or report defects in good time, vilisto shall not be liable for defects that are not reported or not reported in good time or incorrectly.

- 8.3. Should the goods be defective, vilisto may, at its discretion, provide subsequent fulfilment by means of replacement delivery or repair. vilisto shall be entitled to make subsequent fulfilment dependent on full payment of the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price proportionate to the defect.
- 8.4. The customer shall give vilisto reasonable time and opportunity to inspect the goods and the defect, in particular to return the goods to vilisto at vilisto's request. The costs incurred for this (e.g. transport costs) shall only be borne by vilisto if a defect actually exists. Otherwise, these costs shall be borne by the customer, unless the lack of defect could not be recognised by the customer. In the event of a replacement delivery, the customer must return the goods to vilisto in accordance with the statutory provisions.
- 8.5. Should the subsequent fulfilment fail, should the deadline set by the customer for subsequent fulfilment have expired without result or should the setting of a deadline not be necessary on the basis of statutory provisions, the customer may withdraw from the purchase agreement or reduce the purchase price. However, there shall be no right of withdrawal in the case of an insignificant defects. Further claims by the customer in the event of defects, in particular claims for damages, shall be governed exclusively by the provisions of section 9 of these GTCs and shall be excluded in all other respects.

9. Liability

- 9.1. In the event of a breach of contractual or non-contractual obligations, vilisto shall be liable in accordance with the statutory provisions, unless otherwise specified in these GTCs or the following provisions.
- 9.2. vilisto shall be liable for damages in cases of intent and gross negligence. In the event of slight negligence, vilisto shall only be liable - subject to a milder standard of liability based on statutory provisions - for damages resulting from injury to life, limb or health and for damages resulting from the breach of material contractual obligations. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract. However, in the event of a breach of material contractual obligations, vilisto shall only be liable for foreseeable, typically occurring damage.
- 9.3. The limitations of section 9.2 shall also apply in favour of persons for whose fault vilisto is responsible under statutory provisions. However, they shall not apply insofar vilisto has fraudulently concealed a defect, has assumed a guarantee for the quality and for the customer's claims under the German Product Liability Act.

10. Statute of limitations

- 10.1. The warranty period is one year from delivery.
- 10.2. The limitation period specified in section 10.1 shall also apply to contractual and non-contractual claims for damages by the customer based on a defect, unless the application of the statutory limitation provisions (sections 195, 199 BGB) would justify a shorter limitation period.
- 10.3. However, claims for damages by the customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by vilisto or its vicarious agents shall expire exclusively in accordance with the statutory provisions.

11. Final provisions

- 11.1. Offsetting. The customer may only offset claims other than his contractual counterclaims arising from the respective legal transaction or assert a right of retention if this claim is undisputed by us or has been recognised by declaratory judgement .
- 11.2. This contract and any disputes arising in connection with it shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.3. If the customer is an entrepreneur within the meaning of the HGB, a legal entity under public law, an entrepreneur within the meaning of section 14 BGB or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer

and vilisto shall be the registered office of vilisto. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected by this provision. We shall remain entitled to take legal action at the customer's registered office.

- 11.4. The contract shall remain binding in its remaining parts even if individual points are legally invalid. The invalid points shall be replaced by the statutory provisions, if any. However, should this constitute an unreasonable hardship for one of the contracting parties, the contract shall become invalid in its entirety.