

"AVS" stands hereinafter for the companies "AVS Aggregatbau GmbH" and "AVS BHKW GmbH".

### §1 Validity

(1.1) These General Terms and Conditions apply to entrepreneurs in accordance with § 14 German Civil Code (BGB).

An entrepreneur is a natural or legal person or a partnership with legal capacity which acts in the exercising of its commercial or independent professional activities upon the conclusion of the legal transaction.

A partnership with legal capacity is a partnership that is equipped with the capacity to acquire rights and assume obligations (e.g. general partnership, limited partnership, partnership, company constituted under civil law).

(1.2) All deliveries, services and quotations effected by AVS shall be made exclusively on the basis of these General Terms and Conditions. These form a constituent part of all agreements that are concluded by AVS with its contractual partner (also referred to hereinafter as the "Customer") for deliveries and services provided by AVS. They also apply to all future deliveries, services or quotations rendered for or made to the Customer even in the absence of a specific agreement thereto.

(1.3) The terms and conditions of the Customer shall not apply even if AVS does not specifically contradict the validity thereof. Even if AVS makes reference to a letter that contains the terms and conditions of the Customer or a third party or makes reference to such, this shall not imply consent to the validity of those terms and conditions.

### § 2 Quotation and conclusion of contract

(2.1) All quotations submitted by AVS are subject to confirmation and are non-binding unless they are expressly designated as being binding or contain a specific acceptance deadline. AVS can accept orders or assignments within fourteen days of receipt.

(2.2) The confirmation of an order by AVS shall be deemed to have been bindingly accepted if it is not rescinded within 8 days of the date of the order confirmation, or if the order is not cancelled by the Customer within 8 days of the date of the order confirmation. AVS will specifically inform the Customer at the beginning of the deadline about the intended significance of his conduct.

(2.3) If an order is cancelled by the Customer more than 8 days after the date of the order confirmation, cancellation fees will become payable to the amount of 10% of the total value of the order plus the statutory value-added tax. AVS reserves the right to assert further claims for higher costs of the cancellation that are actually incurred. The cancellation fees are payable to AVS within 8 days of receipt of the written cancellation. The Customer shall be at liberty to prove that no or only substantially lower costs have been incurred.

(2.4) The written contract, the confirmation of the order by AVS, and these General Terms and Conditions, are solely authoritative for the legal relations between AVS and the Customer. These reflect fully all agreements concerning the subject matter of the contract as made between the parties to the contract. Verbal commitments made by AVS prior to the conclusion of the contract are not legally binding and verbal agreements made by the parties shall be replaced by the written contract insofar as it is not respectively explicitly evident that they shall bindingly continue to apply.

(2.5) Supplements and amendments to concluded agreements, including to these General Terms and Conditions, must be made in writing to take effect. With the exception of directors or authorised officers, employees of AVS are not authorised to make any verbal agreements that deviate from this provision. Transmission by telefax shall suffice to uphold the written form requirement; otherwise, transmission by telecommunications media, in particular by email, shall not suffice.

(2.6) Information given by AVS concerning the subject of a delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data), as well as representations (e.g. drawings), are only approximately authoritative insofar as the usability for the contractually intended purpose does not require exact conformity. These are not assured characteristics, but are descriptions or designations of the delivery or service. Customary deviations and deviations that occur due to legal regulations or which constitute technical improvements, as well as the replacement of components with equivalent parts, are admissible insofar as they do not affect the usability for the contractually intended purpose.

(2.7) AVS reserves the right of ownership or copyright to all quotations and cost estimates submitted by AVS, as well as to drawings, illustrations, calculations, brochures, catalogues, models, tools and other documentation and aids that are made available to the Customer. The Customer may not, without the express consent of AVS, make these items available either as such or with regard to their content to a third party, or use or reproduce them either itself or through a third party. The Customer undertakes to return these items in full to AVS at the latter's request, and to destroy any manufactured copies if they are no longer required by the Customer in the ordinary course of business, or if negotiations do not lead to the conclusion of a contract.

### § 3 Prices and payment

(3.1) The price agreed in the confirmation of order given by AVS or in the contract from AVS, plus the statutory value-added tax, is to be paid for the subject of the delivery or service.

(3.2) The purchase price is to be paid by bank transfer into the account as stated by AVS as follows:

- a) 30% of the order value within 14 days of the date of the order confirmation,
- b) 60% of the order value within 14 days of the notification of readiness for delivery or no later than 3 days prior to commissioning dependent upon which date applies first.
- c) 10% of the order value within 14 days of the commissioning, but no later than 10 weeks after notification of the readiness for dispatch.

Unless agreed otherwise, invoices issued by AVS are payable within 14 days of the invoice date and without deductions.

(3.3) The prices are valid for the scope of service and delivery as stated in the order confirmation. Additional or special services will be invoiced separately. Prices are given in euros, ex works, excluding packing, plus the statutory value-added tax, plus custom duties and plus fees for export deliveries, and plus other public levies.

(3.4) Insofar as the agreed prices are based on the list prices of AVS and delivery is not to take place until more than four months after conclusion of the contract, the list prices of AVS valid at the time of delivery (respectively minus an agreed percentage or fixed discount) shall apply.

(3.5) Invoice amounts are to be paid as agreed without any discount unless another provision has been agreed otherwise in writing. Receipt of the payment by AVS is authoritative for the date of payment. Cheques shall only be deemed as payment after they have been redeemed. If the Customer does not render payment by the due date, interest shall become payable on the outstanding amounts from the due date of payment at a rate of 5% per annum; the right to assert claims for higher interest payments and further damage in the event of default shall hereby remain unprejudiced.

(3.6) The offsetting of payments against counterclaims made by the Customer or the withholding of payments due to such claims shall only be permissible insofar as the claims are undisputed or have been legally ascertained.

(3.7) AVS shall be entitled to perform or render outstanding deliveries or services only against advance payment or the deposit of a security should AVS become aware following conclusion of the contract of circumstances that are suitable as to significantly reduce the

Customer's creditworthiness, and as a result of which payment by the Customer of outstanding claims of AVS from the respective contractual relationship (including from other single orders that are subject to the same general agreement) shall be deemed to be at risk.

### § 4 Withdrawal from the contract

(4.1) In the event of a subsequent or from the outset significant deterioration in the financial circumstances of the Customer about which AVS only becomes subsequently aware (e.g. enforcement measures against the Customer, presentation of uncovered cheques by the Customer), AVS shall be entitled to withdraw from the contract if a claim by AVS for payment of the purchase price is jeopardised.

AVS may in advance set the Customer a deadline by which the Customer must either render the service or provide security.

If the Customer refuses to render the service or provide security, AVS may withdraw from the contract before the deadline expires.

(4.2) If the Customer becomes insolvent within the meaning of insolvency law, AVS shall be entitled to withdraw from the contract forthwith.

AVS shall be entitled to withdraw from the contract forthwith if the Customer has filed an application to open insolvency proceedings or if insolvency proceedings have been opened against the Customer's assets or if the opening of insolvency proceedings against the Customer's assets has been rejected for lack of assets.

(4.3) Withdrawal by AVS shall be effected by written declaration to the Customer.

### § 5 Duties of the Customer to co-operate

(5.1) The Customer is required, prior to conclusion of the contract, to indicate in writing all circumstances that were not taken into account in the cost estimate or where knowledge of said circumstances is of significance to AVS with regard to the delivery or service.

(5.2) The Customer must forward all documents that are essential for the execution of the contract, such as permits, to AVS in good time.

### § 6 Delivery and delivery period

(6.1) Deliveries are made ex works.

(6.2) Prospective dates and deadlines for deliveries and services as stated by AVS are always only approximate unless a fixed deadline or a fixed date has been explicitly confirmed or agreed. Insofar as dispatch has been agreed, delivery deadlines and delivery dates relate to the date of handover to the forwarding agent, freight carrier or another third party responsible for the transportation.

(6.3) AVS may – without prejudice to its rights pertaining to default on the part of the Customer – demand that the Customer grants an extension of delivery and performance deadlines or a postponement of delivery and performance dates equal to the period in which the Customer does not fulfil his contractual obligations with respect to AVS.

(6.4) AVS shall not be liable for impossibility of delivery or delivery delays insofar as these have been caused by force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. operational disturbances of any kind, difficulties with the procurement of materials or energy, lack of labour, energy or raw materials, difficulties in obtaining necessary regulatory permits, authority measures, non-delivery or incorrect or unpunctual deliveries by suppliers, transport delays, strikes, lawful lockouts) and which lie outside of the control of AVS. Insofar as such events substantially hinder or make it impossible for AVS to effect a delivery or performance and the hindrance is not just of a temporary duration, AVS shall be entitled to withdraw from the contract. In the case of hindrances of a temporary nature, the delivery or performance deadlines shall be extended, or the delivery or performance dates shall be postponed, by the time period of the hindrance plus a reasonable start-up period. Insofar as the Customer cannot be reasonably expected to accept the performance as a result of the delay, he may withdraw from the contract by submitting prompt written notice to AVS.

(6.5) Should AVS default on a delivery or performance or should it become impossible for AVS to effect a delivery or performance, regardless of the reason, liability on the part of AVS for compensation for damages shall be limited pursuant to Article 9 of these Terms and Conditions.

(6.6) Partial deliveries are permissible insofar as they are reasonable for the Customer.

### § 7 Place of performance, shipment, packaging, transfer of risk, acceptance

(7.1) The place of performance for all obligations arising from the contractual relationship is the place of establishment of AVS insofar as nothing else has been determined. Should AVS also be responsible for the installation, the place of performance is where the installation is to take place.

(7.2) The shipment method and the packaging are subject to the reasonable discretion of AVS.

(7.3) Risk shall be transferred to the Customer at the latest with the handover of the delivery item (whereby the commencement of the loading procedure is authoritative) to the forwarding agent, freight carrier or other third party engaged for the shipment. This shall also apply for partial deliveries or if AVS has been charged with rendering other services (e.g. shipment or installation). Should the shipment or delivery be delayed due to circumstances that are attributable to the Customer, the risk shall be transferred to the Customer from the day on which the delivery item is ready for delivery and AVS has notified the Customer accordingly.

(7.4) Insofar as an acceptance inspection is taken place, the object of purchase shall be deemed to have been accepted if

- the delivery and, where AVS is also responsible for the installation, the installation have been completed,
- AVS has notified the Customer accordingly with reference to the assumed acceptance pursuant to these paragraphs and has requested acceptance of the delivery,
- twelve work days have elapsed since the delivery or installation or the Customer has started using the object of purchase (e.g. has put the delivered system into operation) and in this case six days have elapsed since the delivery or installation, and
- the Customer has failed to undertake the acceptance within this period for a reason other than concerning a defect reported to AVS which makes usage of the object of purchase impossible or substantially impairs the usage thereof.

### § 8 Obligations of the Customer with regard to installation and assembly

(8.1) The Customer must provide for and make available at his own expense and in good time:

- a) earth-moving and construction work, and any other secondary work including the requisite workers, building materials and tools
  - b) the materials and substances required for the installation and commissioning, e.g. scaffolding, lifting equipment, combustibles and lubricants
  - c) power and water, including connections, heating and lighting
  - d) the requisite rooms for proper storage of the machine parts, tools, etc., which must be suitable, dry and lockable; appropriate work and rest rooms for the workers including appropriate sanitary facilities
  - e) protective clothing and safety measures as required due to special circumstances at the assembly site.
- (8.2) Before the assembly is carried out, the Customer must provide the necessary details about concealed electricity, gas and water lines or similar installations, as well as the required structural information.
- (8.3) Before the assembly is carried out, the items required for it must be present, and the

forementioned preparatory work must have been carried out to such an extent that the assembly can be completed. The assembly site must be levelled and cleared.

#### § 9 Warranty

(9.1) The warranty period is one year from the delivery date or, insofar as acceptance is required, from the acceptance date. The warranty begins no later than 6 months after delivery respectively following notification of readiness for delivery.

(9.2)

- a) All serve and maintenance work must be conducted by AVS or by a service partner authorised by AVS.
- b) In the case of combined heat and power units, the oil analyses must be conducted and documented in writing at every oil change. After consultation with AVS, the intervals for oil changes can be extended if the oil analyses are positive; only written agreements shall be effective.
- c) Only original spare parts, maintenance parts, materials and consumables approved by the manufacturer may be used.
- d) If a modem is installed, an activated telephone connection that is only assigned to the system and AVS must be present.  
This is also a prerequisite for support via the AVS telephone hotline.
- e) The warranty does not cover operating errors by the operator or third parties and wearing parts.
- f) No liability will be assumed for damage or defects in the event of non-observance of the aforementioned provisions; the warranty claim will become void unless the contractual partner can prove that the damage would have occurred nevertheless.

(9.2) For planning purposes, commissioning must be coordinated with AVS at least two weeks before the envisaged date. Only by doing so can a commissioning date be properly arranged and assured. However, AVS reserves the right to also schedule a longer planning period in exceptional cases.

All partial invoices due to AVS must have been paid in full before a commissioning date can be arranged.

(9.4) The delivery items must be carefully inspected without delay after delivery to the Customer or to a third party designated by him. They will be deemed to have been approved if AVS does not receive a written notice of defects with regard to obvious defects or other defects which were recognisable as such during an immediate and thorough inspection within seven working days after delivery of the delivery item, or otherwise within seven working days after the discovery of the defect, or any earlier time when the defect became evident to the Customer without closer inspection during normal use of the delivery item.

(9.5) If there are material defects in the supplied goods, AVS will, at its discretion, rectify the defect or supply a replacement within a reasonable period (cure). If the cure fails, i.e. if the cure is impossible or unacceptable or the delay in providing it is unreasonable, the customer can withdraw from the contract or reduce the purchase price. AVS will not bear any such costs of the cure, which result from the purchased goods being moved to another location than the place of business of the customer after they are supplied.

(9.6) Should a defect be attributable to negligence on the part of AVS, the Customer may demand compensation for damages pursuant to the provisions as laid down in § 9.

(9.7) In the case of defects of components from other manufacturers that cannot be remedied by AVS for licence-related or factual reasons, at its discretion AVS shall either assert its warranty claims against the manufacturers and suppliers on the Customer's account or shall cede said claims to the Customer. Warranty claims against AVS in the case of such defects shall exist under other circumstances and in accordance with these General Terms and Conditions only if a legal enforcement of the aforementioned claims against the manufacturers and suppliers was unsuccessful or futile, for example due to insolvency. The limitation of the relevant warranty claims by the Customer against AVS will be suspended for the duration of the legal dispute.

(9.8) The warranty will become void if the Customer modifies the delivery item, or has it modified by a third party, without the consent of AVS with the consequence that becomes impossible or unreasonably difficult to remedy the defect. In any such case the Customer must bear the additional costs of remedying the defect such as are incurred due to the modification.

Any affiliated warranty whatsoever shall become void if the object of purchase is not operated in the intended manner in accordance with the technical datasheets or technical specifications provided by AVS.

(9.9) Used goods will be supplied subject to the exclusion of any warranty for material defects.

#### § 10 Liability for damages based on fault

(10.1) Liability on the part of the AVS for damages, regardless of the legal basis, in particular due to impossibility, default, deficient or incorrect delivery, breach of contract, breach of obligations during contractual negotiations and tort, shall be limited pursuant to this paragraph should such case be respectively attributable to fault.

(10.2) AVS shall not be liable in cases of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, insofar as such cases do not involve a breach of essential contractual obligations. Essential to the contract are the obligation to deliver and install the delivery item on time and without any substantial defects, as well as consulting, safety and care obligations that are intended to enable the Customer to use the delivery item for its contractual purpose or to protect the lives or health of the Customer's employees or to protect the Customer's property against significant damage.

(10.3) Insofar AVS is basically liable for damages pursuant to § 9, Paragraph 2, the liability shall be limited to such damages foreseen by AVS upon conclusion of the contract as possible consequences of a breach of contract or which AVS should have foreseen had it exercised due care and attention. Indirect and consequential damages attributable to defects of the delivery item are moreover only eligible for compensation insofar as such damage is typically to be expected in conjunction with the intended usage of the delivery item.

(10.4) In cases of liability for simple negligence, liability on the part of AVS shall be limited to material damage and further resultant financial losses up to an amount not to exceed 10,000 euros per case of damage even where a breach of essential contractual obligations is involved.

(10.5) The foregoing disclaimers shall apply to the same extent in favour of the executive bodies, legal representatives, employees, and other vicarious agents of AVS.

(10.6) Insofar as AVS provides technical information or acts in an advisory capacity and this information or advice does not belong to the contractually agreed scope of performance for which it is responsible, this shall take place free of charge unless agreed otherwise and to the exclusion of any liability whatsoever.

(10.7) Liability on the part of AVS towards the Customer for production downtimes, lost profits, usage downtimes, contractual losses or any other indirect or consequential damage is excluded.

(10.8) The limitations laid down in this paragraph shall not apply to liability on the part of AVS due to deliberate actions, for guaranteed design characteristics, or due to death, bodily injury or damage to health, or in accordance with product liability legislation.

#### § 11 Property rights

AVS assures pursuant to this paragraph that the delivery item is not subject to commercial

property rights or copyrights. Each contractual partner will notify the other contractual partner without delay and in writing should any claims be asserted against him due to the violation of such rights.

#### § 12 Retention of title

(12.1) AVS will retain ownership of the object of purchase until full payment of the purchase price has been received (retention of title).

(12.2) The delivered goods may not be made the subject of pledges or transfers of title by the Customer for the duration of the retention of title.

(12.3) A resale is only permitted for resellers in the ordinary course of business, and only subject to the condition that the reseller receives payment from his customer or lays down the condition that ownership will only be passed on to the customer after fulfilment of his payment obligations.

(12.4)

a) In the event of a resale of the object of purchase, the Customer herewith cedes by way of security the resultant claims against the purchaser to AVS. The same shall apply to other claims that are asserted in place of the object of purchase or which otherwise arise with regard to the object of purchase such as insurance claims or claims involving tort in cases of loss or destruction.

b) In the event of the presentation of a credible legitimate interest, the Customer must provide AVS with the pertinent information and hand over the necessary documents as required by AVS to assert its rights against the customer.

c) AVS revocably authorises the Customer to collect on claims assigned to AVS in its own name.

d) AVS may revoke this authorisation in the event of enforcement where good cause exists to do so (e.g. default on payment by the Customer, suspension of payments by the Customer, opening of insolvency proceedings, protest of a bill, etc.).

AVS may also, having given prior notice and by adhering to a reasonable deadline, disclose the assignment for security, collect on the ceded claim itself and demand disclosure of the assignment for security by the Customer towards its customer.

(12.5) Should a third party take possession of the reserved goods, in particular through seizure, confiscation, etc., the Customer will immediately state that they are the property of AVS and inform AVS accordingly to enable AVS to enforce its property rights. Insofar as the third party is not able to reimburse AVS for the costs incurred in this conjunction, the Customer of AVS shall be liable for said costs.

(12.6) In the event of breaches of duty by the Customer, in particular default on payment, AVS shall be entitled to withdraw from the contract after a reasonable grace period for payment has passed to no effect.

Should AVS withdraw from the contract (= enforcement event) due to conduct by the Customer that is in breach of contract - in particular default on payment - AVS shall be entitled to demand the return of the object of purchase. The Customer is obliged to surrender it.

#### § 13 Jurisdiction

(13.1) Insofar as the Customer is a businessman or a legal person under public law or a special fund under public law, the registered office of AVS is the sole place of jurisdiction for all disputes that arise either directly or indirectly from contractual relationship.

(13.2) The relations between AVS and the Customer are subject solely to the laws of the Federal Republic of Germany.

#### § 14 data protection

AVS collects, processes or uses personal data of the customer if the customer has given his consent or if it is legally mandated or permitted. The data related to the customer are used for order processing and for submitting quotations. The data privacy statement can be viewed on the website of AVS. AVS reserves the right to transfer data to third parties, to the extent necessary (for example, to insurance companies for processing damage claims, to credit agencies for creditworthiness checks).

#### § 15 General information according to § 36 Alternative Dispute Resolution in Consumer Matters

AVS will not participate in any out-of-court dispute resolution proceedings in the meaning of the VSBG, and neither is it obligated to do so.

#### § 16 Further agreements

(16.1) Should any single provisions of these General Terms and Conditions be void, this shall not affect the validity of the other provisions. In such a case, the parties shall agree upon another provision that fulfils the same economic purpose as far as possible.

(16.2) The same shall also apply to loopholes.

(16.3) The "Special Conditions for Repairs, Customer Services, Spare and Replacement Parts for Customers (Entrepreneurs) of AVS Aggregatbau GmbH, Ehingen-Stetten and AVS BHKW GmbH, Ehingen-Stetten" apply additionally for repair work, customer services and the delivery of spare and replacement parts, and supplement these General Terms and Conditions provided that they do not contradict the aforementioned "Special Conditions".

(16.4) The "General Instructions for Operators of AVS Combined Heat and Power Units from AVS Aggregatbau GmbH, Ehingen-Stetten and AVS BHKW GmbH, Ehingen-Stetten" apply additionally for smooth-running delivery/installation and commissioning procedures for combined heat and power units.

(16.5) The appendix "Intended Use of AVS CHPU Systems V1.0" applies additionally for combined heat and power units.

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#### § 1 Validity

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(1.2) These Special Conditions apply for repairs, customer services and the delivery of spare and replacement parts. If these Special Conditions do not contain any provisions, the "General Terms and Conditions for Customers (Entrepreneurs) of AVS Aggregatebau GmbH, Ehingen-Stetten and AVS BHKW GmbH, Ehingen-Stetten" apply additionally provided that they do not contradict these Special Conditions.

(1.3) The terms and conditions of the Customer shall not apply even if AVS does not specifically contradict the validity thereof. Even if AVS makes reference to a letter to the Customer, the terms and conditions of the Customer or a third party or makes reference such, this shall not imply consent to the validity of those terms and conditions.

#### § 2 Prices for services

(2.1) Provided a fixed price has not been agreed, the remuneration for spare and replacement parts, labour and special services, as well as the travel costs and allowance, will be listed separately in the invoice or order document. The remuneration in this case will be oriented to the prices valid at the time of placement of the order and the hourly or calculation rates of AVS; these can be viewed at AVS during normal business hours.

(2.2) Unless agreed otherwise in writing, the starting point and return destination for field representatives shall be deemed to be the main works of AVS in Ehingen-Stetten or the last workplace of the field representative or the place of residence.

(2.3) The Customer shall bear all additional costs that are incurred by unnecessarily or prematurely requisitioning a field representative, or if the work to be carried out has already been otherwise completed before the arrival of the field representative, or if this work is interrupted or delayed through no fault of AVS, cannot be carried out on-site, or requires special tools that are not generally used.

#### § 3 Minimum order value for deliveries of spare parts

(3.1) The minimum order value is €50.00 net, i.e. excluding value-added tax and without taking into account price and cash discounts. Orders below this value cannot be accepted. This also applies to orders that are to be delivered in different consignments if a consignment has a net order value of less than €50.00. Such consignment deliveries are not possible either.

(3.2) Alternatively, at the express request of the customer the difference between the actual order value and the minimum order value can be invoiced as a separate item.

#### § 4 Placement of orders; performance obligation Quality guarantee; performance time; cost estimates

(4.1) Delivery of the ordered item to the workshop at AVS or the requisition of a field representative shall be considered to be an order for determining the required repairs and customer services at cost to the Customer. The established findings and the work that will probably be required are then recorded in the field service or repair order. AVS can waive the need for a written order confirmation in the case of orders for an AVS field representative and telephone requisitions.

(4.2) Unless agreed otherwise in writing, AVS is entitled to conduct the established repair and customer services without consultation with the Customer. A commitment to conduct the established repair and customer services exists only if the Customer has given AVS a written assignment in this respect and AVS has confirmed acceptance of the assignment in writing.

(4.3) The assumption of a guarantee for a specific quality of the performance requires a separate written agreement. The same applies to time-related commitments concerning the start, duration and end of the services to be rendered. Firm deals will not be concluded.

(4.4) The remuneration for the rendering of repair and customer services will be calculated according to the applicable charge rates and as incurred. Cost estimates are only non-binding cost calculations and do not include a final declaration regarding the actual costs for the repairs and spare parts.

(4.5) The Customer must make all the requisite and reasonable preparations for executing the order with the diligence of a prudent businessman, in particular

- to provide the best possible information about the known extent of the required services before placement of the order, as well as to indicate special requirements with regard to applicable occupational safety and health and labour safety regulations;
- to enable the final completion of the services without interruption;
- where the order is not to be performed at the AVS workshops) to make available at no charge suitable rooms and, where appropriate, support staff, and to procure the necessary aids (e.g. oils, anti-freeze, fuel, etc., in accordance with the operating, lubrication and maintenance instructions, waste oil container) and dispose of them in a proper manner (these materials are available from AVS subject to a charge);
- to order spare parts order from AVS without delay;
- to put adequate safeguards into place taking into account the applicable occupational health and work safety regulations;
- to provide a clean device.

(4.6) The Customer will be obliged to bear any additional costs incurred if he does not fulfil the aforementioned obligations at all or not on time.

(4.7) Insofar as the Customer does not order spare parts directly from AVS during the execution of the order, the responsible employee at AVS is entitled to order such spare parts at cost to the customer.

(4.8) In the case of verbally submitted orders - in particular by telephone -, the Customer shall bear the risk and costs of any transmission errors and resultant incorrect orders/wrong deliveries.

#### § 5 Warranty

(5.1) A warranty period of 12 months from the date of installation, but at minimum up to the expiry date of the original warranty period for installation in new equipment, applies for replacement parts.

(5.2) Replaced consumables and wearing parts are excluded from the warranty.

(5.3) No warranty claims can be made regarding used or reconditioned parts insofar as the Customer is not a consumer as laid down in § 13 German Civil Code (BGB).

(5.4) For the assertion of claims during the warranty period, all servicing and maintenance work must be conducted by AVS or by a service partner authorised by AVS.

Installation of replacement and exchange parts may only be performed by suitably qualified personnel. In case of warranty claims, we reserve the right to require appropriate evidence about the qualification and the assemblies.

If the professional installation cannot be proven, all warranty claims will be void.

If defect parts, for which warranty claims are asserted, are removed, they must be stored at least for 6 months for a possible examination by the supplier. Storage must take place in a suitable area. Costs for storage are borne by the customer.

(5.5) After consultation with AVS, the oil change intervals can be extended subject to a corresponding positive oil analysis; only written arrangements apply.

(5.6) Only original spare parts, maintenance parts, materials and consumables approved by the manufacturer may be used.

The warranty does not cover operating errors by the operator or third parties.

(5.7) No liability will be assumed for damage or defects in the event of non-observance of the aforementioned provisions; the warranty claim will become void unless the contractual partner can prove that the damage would have occurred nevertheless.

(5.8) For planning purposes, commissioning and maintenance work must be arranged with AVS at least two weeks before the envisaged date. Only by doing so can a commissioning date be properly arranged and assured.

(5.9) However, AVS reserves the right to also schedule a longer planning period in exceptional cases. All partial invoices due to AVS must have been paid in full before a commissioning, maintenance or repair date can be arranged.

#### § 6 Warranty claims: duty to inspect and give notice of defects; limitation period

(6.1) Warranty claims made by the Customer presuppose that the Customer presents AVS by request with a written and full description of the asserted defects and - insofar as the Customer is a businessman as laid down in the German Commercial Code (HGB) - has fulfilled his duty to inspect and give notice of defects pursuant to §§ 377, 378 HGB. In excess of commercial transactions, warranty claims are excluded insofar as the Customer does not submit written notification of obvious defects to AVS within 4 weeks of delivery.

(6.2) There shall be no grounds for warranty claims if the occurred defect stands in causal connection with the fact that

- previously occurring defects have not been reported in good time; or
- the purchaser has not abided by provisions, the manufacturer's specifications or instruction manuals regarding handling, servicing, maintenance and usage conditions; or
- the object of purchase has previously been repaired, serviced or maintained at a facility not approved by the manufacturer/importer or by the Customer himself; or
- the object of purchase has been fitted with spare parts or add-on parts not approved by the manufacturer/importer.

(6.3) In the case of material defects or defects of title, AVS shall be entitled to render subsequent performance at its own discretion in the form of either remedial action or by delivering an item that is free of defects. The Customer is not entitled to insist upon a specific form of subsequent performance. If the purchase price has not yet been paid either in full or in part, AVS can make the subsequent performance dependent upon payment by the Customer of a reasonable proportion of the purchase price taking into account the asserted defect.

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