



GENERAL TERMS AND CONDITIONS of AHI Carrier GmbH

Status: April 2017

A. GENERAL PART (Part A)

1. Applicability

- 1.1 This General Part (Part A) applies to all contracts, offers, sales, deliveries, and services of AHI Carrier GmbH.
- 1.2 The provisions of Parts B and/or C may be added to the provisions of this General Part (Part A) depending on the type of performance.
- 1.3 If the parties conclude a written contract, the provisions of the contract take precedence over these GTC. In this case, these GTC only apply to those points that are not regulated by the contract. The applicability of ÖNorm B2110 is agreed on a subsidiary basis.

2. Definitions of terms - cross-references

- 2.1 **"GTC"**: These General Terms and Conditions of AHI Carrier GmbH, consisting of the General Part (Part A), Part B and Part C.
- 2.2 **„AHI“**: AHI Carrier GmbH.
- 2.3 **"Customer"**: The possible potential contract partner of AHI and/or any person deriving the claims from a pre-contractual or contractual relationship with or against AHI.
- 2.4 Unless otherwise stated, cross-references within the individual parts of these GTC (Parts A, B and C) always refer to the provisions of the part in which the cross-reference is located (e.g.: A cross-reference in Part B refers to a provision of Part B unless otherwise stated).

3. Written form - changes to the GTC

- 3.1 Conflicting general terms and conditions or conditions that deviate from these GTC are only effective if they are expressly acknowledged by AHI in writing. Acts of contract fulfilment or acceptance of payments by AHI do not constitute consent to contractual conditions that deviate from these GTC.
- 3.2 Agreements that deviate from or supplement these GTC only apply to the respective legal transaction but not to other legal transactions, in particular not to subsequent transactions.
- 3.3 Changes to these GTC are deemed approved and are also effective for existing contracts if the Customer does not object to them within one month of receipt of the changed GTC. The changed GTC can also be transmitted electronically (e.g., by email).

4. Offer and acceptance

- 4.1 Unless otherwise stated by AHI, its offers are subject to change and non-binding.
- 4.2 Cost estimates from AHI are non-binding and subject to payment.
- 4.3 Offers from customers are only considered accepted if they have been confirmed in writing by AHI or have been carried out. Mere confirmations of receipt do not constitute binding acceptance of the offer.
- 4.4 AHI can accept offers from customers within two weeks of receipt.

5. Price

- 5.1 AHI's prices are in EURO and are net prices exclusive of turnover tax (value added tax - VAT). The turnover tax

(the value added tax) will be charged additionally at the respective statutory amount on the invoice.

5.2 In case of doubt, price information should not be understood as a lump sum price.

5.3 Credit notes may be granted and withdrawn at AHI's sole discretion.

6. Due date - terms of payment

6.1 If AHI is obliged to make a preceding performance, AHI shall be entitled, at its sole discretion, to require an advance payment; if circumstances arise after the conclusion of the contract which indicate that the liquidity and/or financial situation of the Customer has deteriorated significantly (this is presumed in particular if the Customer fails to make payments to AHI in due time), AHI shall in any event be entitled, before the commencement of the performance providing or, if the performance providing has already commenced, before the continuation of the performance providing, to demand an appropriate advance payment or other appropriate security (e.g. a bank guarantee). If the Customer fails to pay or provide the advance payment or security in due time, AHI shall be entitled to withdraw from the contract or its outstanding parts by granting a grace period of 14 days. The Customer cannot derive any claims against AHI of any kind from such a withdrawal.

6.2 Advance payments and instalments do not bear interest.

6.3 All payments are free of charge and without deductions (e.g., cash discounts) due for payment within 14 days of the invoice date.

6.4 If the payment deadline is exceeded, even if only for a partial payment, the benefits granted (rebates, discounts, etc.) expire and are added to the invoice or charged subsequently.

6.5 The Customer's liabilities towards AHI can only be paid to AHI with a debt-discharging effect.

6.6 Checks, bills of exchange or the assignment of claims against third parties will only be accepted by prior special agreement for the purpose of payment and not in lieu of performance following a previous special agreement. AHI is not obliged to accept. Acceptance does not mean a deferral of the original claim.

6.7 The Customer shall have the power to set off only in so far as counterclaims have been established by a court of law or recognised by AHI.

6.8 In the event of late payment, the statutory interest rate shall apply.

6.9 In the event of late payment, AHI is entitled without prejudice to its other rights, to discontinue any outstanding services or partial services regardless of their nature, based on the contract or other similar contracts arising from the business relationship with the Customer until the remuneration has been paid in full.

7. Retention - right of retention

7.1 AHI may provide a bank guarantee for redemption in cash of agreed coverage and retention. In this case, the Customer is obliged to pay the coverage or retention amount in full. There is no discounting.

7.2 If a retention has been agreed, the Customer is not entitled to withhold any payment in excess of the retention amount due to defects in the goods or services provided by AHI; if a retention guarantee is provided, the business Customer may not withhold any remuneration.

7.3 Insofar as no retention has been agreed upon, the Customer may only withhold remuneration up to three times the estimated cost of replacing the defective product or service supplied by AHI.

8. Rights of the Customer in the event of delay

8.1 If AHI is delayed in fulfilling the contract, the Customer has the right to withdraw from the contract after setting a reasonable grace period. The grace period must be set in writing with the simultaneous threat of withdrawal.

9. Performance execution

9.1 Minor, objectively justified changes to the performance execution by AHI that are reasonable for the Customer are deemed to have been approved in advance.

9.2 Objectively justified partial deliveries and services (e.g., by system size, construction progress, scope of delivery, etc.) are permitted and can be invoiced.

10. Title reservation

10.1 AHI reserves ownership of goods and installed items (including spare parts) ("**reserved items**"); this also applies until all liabilities from the ongoing business relationship have been fulfilled.

- 10.2 A resale of reserved items is only permitted if AHI has been informed of this in good time in advance, including the name and exact address of the buyer, and AHI agrees to the sale.
- In the event of approval, the Customer's purchase price claim is deemed to have already been assigned to AHI. Until the full payment of the remuneration or purchase price has been made, the Customer shall record this assignment in its books and on its invoices and shall inform its debtors thereof. Upon request, the Customer must provide AHI with all documents and information necessary to assert the assigned receivables and claims.
- 10.3 The Customer shall immediately notify AHI in writing of any seizure of a reserved item or any other interference by third parties.
- If the third party is unable to reimburse AHI for the judicial and extra judicial costs of an action under Section 37 of the Enforcement Code, the Customer shall be liable for the loss suffered by AHI.
- 10.4 The processing of reserved items, including by the Customer itself, is always carried out for AHI. If a reserved item is combined with other items that do not belong to AHI, AHI acquires co-ownership of the new item in the ratio of the value of the reserved item (in case of doubt, in the amount shown on the invoice, including VAT) to the other processed items at the time the processing. The Customer retains the resulting sole or joint ownership free of charge for AHI. The same applies to the item resulting from processing or transformation as to the items delivered subject to reservation (especially point 10.3).
- 10.5 If the Customer defaults on payment, AHI is entitled to demand the return of the reserved items, subject to a reasonable grace period.
- 10.6 To assert its retention of title, AHI is entitled to enter the location of the reserved items after reasonable advance notice and to the extent that this is reasonable for the Customer.
- 10.7 Asserting the retention of title only constitutes withdrawal from the contract if this is expressly declared.
- 10.8 AHI may use the reserved items taken back freely and in the best possible way.
- 11. Intellectual Property**
- 11.1 Plans, sketches, cost estimates and other documents provided by AHI or created through contributions from AHI remain the intellectual property of AHI. The use of such documents outside of their intended use, in particular the distribution, reproduction, publication and making available, including even only partial copying, requires the express consent of AHI.
- 11.2 The Customer undertakes to keep the knowledge gained from the business relationship confidential with regard to third parties.
- 11.3 If the Customer hands over technical specifications or drafts, the Customer must indemnify and hold AHI harmless from all claims asserted against AHI by third parties due to the violation of industrial property rights or copyrights.
- 12. Warranty**
- 12.1 The warranty period for the performance provided by AHI is generally 24 months from the performance provision; in the case of sales contracts, 24 months from the date of delivery of the goods to the Customer and, in the case of services, from the date of takeover of the service (see point B.8). The warranty period for spare parts, fan coils and services is 6 months.
- 12.2 The Customer's rights due to defects in the goods delivered or the work constructed require that the Customer inspects the delivered goods or the work for defects within a reasonable period and submits this AHI in writing within 7 days of the performance being provided (notification of defects) (see point 12.1). Hidden defects must be reported immediately, but at the latest within 7 days of their discovery. If the complaint is not made in a timely manner, the delivered goods are deemed to have been approved. Claims arising from warranty, compensation for damages due to the defect itself and errors are excluded in this case.
- 12.3 Excluding the legal provision of Section 924 of General Civil Code, the Customer must prove that the defects the Customer claims were already present at the time of handover.
- 12.4 AHI shall be allowed at least two attempts to correct the defect.
- 12.5 AHI can avert a request for conversion by making improvements or appropriately reducing the price, provided that the defect is not a significant and irremediable one.
- 12.6 Rectification of a defect claimed by the Customer does not constitute recognition of the defect claimed by the

Customer.

- 12.7 If the Customer's claims of defects are unfounded, the Customer is obliged to reimburse AHI for any expenses incurred in determining the absence of defects or correcting the error. In this case, AHI's remuneration is calculated according to point B.2.1.
- 12.8 Any use or processing of the defective item of performance, which threatens to cause further damage or makes it more difficult or impossible to determine the cause, must be stopped immediately by the Customer to the extent reasonably practicable.
- 12.9 The defective delivery or samples thereof shall be returned to AHI, if economically justified.
- 12.10 Warranty is excluded if the Customer's technical systems such as supply lines, cabling, etc. are not in a technically perfect and operational condition or are not compatible with the items delivered, insofar as this circumstance is causal for the defect and in the event that the maintenance of the system was not carried out by personnel authorized by Carrier.
- 12.11 Those product characteristics are owed that can be expected by the Customer regarding the approval regulations, operating instructions and other product-related instructions and information (especially also control and maintenance) from AHI, third-party manufacturers, or importers, considering their knowledge and experience. The Customer as a reseller must take out adequate insurance for product liability claims and hold AHI harmless regarding claims for recourse.

13. Claims for damages - scope of liability

- 13.1 Outside the scope of the Product Liability Act, AHI is liable for breach of contractual or pre-contractual obligations for property and financial damage in cases of intent or gross negligence only.
- 13.2 AHI's liability is excluded for lost profits, lost contracts, impairment of use, loss of data or consequential or indirect damages.
- 13.3 Liability towards customers is limited to the maximum liability amount of any liability insurance taken out by AHI. This limitation also applies to damage to an item that AHI has taken over for processing.
- 13.4 Limitations and exclusions of liability also include claims against employees, representatives, and vicarious agents of AHI due to damage that they cause to the Customer without reference to a contract between them and the Customer.
- 13.5 Claims for damages must be asserted by the Customer in court within 6 months, otherwise they will expire.
- 13.6 AHI's liability is excluded for damage caused by improper handling or storage, overuse, failure to follow operating and installation instructions, incorrect assembly, commissioning, maintenance, servicing by the Customer or third parties not authorized by AHI or natural wear and tear, provided that this event was the cause of the damage. There is also an exclusion of liability for failure to carry out necessary maintenance.
- 13.7 If and to the extent that the Customer can claim insurance benefits for damages for which AHI is liable through their own insurance or damage insurance taken out for their benefit (e.g. liability, comprehensive insurance, transport, fire, business interruption insurance, etc.), the Customer undertakes to do so and to limit AHI's liability towards the Customer to the disadvantages that the Customer incurs as a result of using this insurance (e.g. higher insurance premium).

14. Miscellaneous

- 14.1 It shall have exclusive jurisdiction in all disputes arising out of or in connection with this Contract and its implementation. However, AHI is also entitled to sue the Customer at the court that has jurisdiction over its registered office.
- 14.2 Place of performance is Vienna.
- 14.3 Austrian law applies exclusively to the legal relationships between the parties, excluding the UN Convention on Contracts for the International Sale of Goods and international conflict-of-law rules.
- 14.4 Should provisions of these GTC be or become wholly or partially void or ineffective, the remaining provisions remain unaffected. Invalid or unenforceable provisions must be replaced by legally valid and enforceable provisions in accordance with the spirit and purpose of these conditions, so that the economic impact comes as close as legally possible to the invalid or unenforceable provisions. This also applies in the event of any gaps

in the contract.

- 14.5 The Customer gives the consent that data transmitted to AHI can be stored and processed by automated means and expressly agrees that all data relating to the Customer, in particular master data including information on orders that became known in the course of business relationships with the Customer, will be sent to the parent company and subsidiaries of AHI or their parent company as part of the reporting, controlling and auditing systems. The Customer has a right of withdrawal under the Data Protection Act.
- 14.6 The Customer is obliged to inform AHI of any changes to the Customer's business address if the contractual legal transaction has not been completely fulfilled by both parties. If such notification is omitted, declarations are deemed to have been received, even if they are sent to the Customer's last known address.

B. EQUIPMENT CONSTRUCTION, ASSEMBLY, SERVICE, REPAIR, MAINTENANCE AND OTHER SERVICES (Part B)

1. Applicability

- 1.1 The following provisions apply in addition to the General Part (Part A) for assembly, service, repair, maintenance, and other services as well as for plant construction.
- 1.2 If there is any conflict between the provisions of the General Part (Part A) and the provisions of this Part, the provisions of this Part shall prevail.
- 1.3 If goods are delivered by AHI during performance providing, the provisions of Part C also apply. However, in the event of any discrepancies, the provisions of this Part B shall prevail.

2. Price - price determination and adjustment

- 2.1 Unless otherwise agreed, AHI's performance will be calculated based on time and material costs in accordance with the following provisions:
 - 2.1.1. the working time spent in accordance with the agreed or, if no agreement has been made, in accordance with AHI's currently valid billing rates.
 - 2.1.2. waiting time shall be regarded as working time; travelling time shall be regarded as working time in so far as it is payable as working time under the relevant labour law provisions.
 - 2.1.3. the demonstrably used material at the agreed prices or, if no agreement has been made, at the prices valid at the time of conclusion of the contract according to AHI's price list.
 - 2.1.4. the necessary expenses, in particular travel expenses, transport of luggage, tools, and small materials.
- 2.2 If the billing is based on measurements and a joint determination of the measurements has been agreed, the Customer must prove that the determined measurements were not correctly determined if the Customer fails to attend despite being invited in a timely manner.
- 2.3 The agreement on the price, delivery period and delivery date are subject to the condition that the performance to be provided by AHI can be carried out in a continuous work process during normal working hours (Mon - Thu 8:00 a.m. to 5:00 p.m. CET, Friday 8:00 a.m. to 12:30 p.m. CET).
- 2.4 If, after conclusion of the contract, the Customer wishes to have the performance executed within a shorter period of time, at times outside of normal working hours (8:00 a.m. to 5:00 p.m. CET) or for performance not covered by the order, this represents an offer to change the contract; AHI is not obliged to agree to this.

If AHI agrees to the contract amendment and nothing else is agreed in the individual case, AHI is entitled to recover the additional costs arising from the contract amendment (e.g., costs for additional or overtime hours, higher material costs due to faster procurement or greater/different scope of performance) as referred to in point 2.1.

- 2.5 AHI is entitled and obliged at the Customer's request to adjust the contractually agreed remunerations if changes of 5% or more (whereby the rate of change is fully taken into account when the limit value is reached) regarding.

- 2.5.1. the wage costs due to law, regulation, collective agreement, company agreements or
- 2.5.2. other cost factors necessary for the performance providing such as material costs or
- 2.5.3. national or world market prices for raw materials, relevant exchange rates, etc. occurred since the contract was concluded.

The adjustment is made as a percentage to the extent that the actual production costs change at the time the contract is concluded compared to those at the time the actual performance providing, unless AHI is in delay itself.

- 2.6 The remuneration for permanent commitments (maintenance contracts, service contracts, etc.) is agreed as secured by value according to Statistics Austria's CPI 2010 and thereby an adjustment of the remuneration is made. The adjustment occurs automatically, without further explanation. AHI is entitled to request index adjustments, including retroactively. The calculation is made once a year at the beginning of the calendar year, for the first time in January after the end of the first full calendar year after the start of the contract and is calculated based on the October index of the previous year compared to the October index of the preceding year. This value is the new baseline. If the 2010 CPI is no longer published, its successor index or another index published by a generally recognised body, which most closely corresponds to that index, shall be considered as the agreed basis for the value protection.

3. Performance time

- 3.1 All information about the deadline or date for performance providing is only approximate and non-binding unless the deadline or date for performance is designated as binding on the order confirmation. The deadline or the date is met if the performance is ready for acceptance by the Customer by the end of the deadline or on the deadline date for performance.
- 3.2 The start of the delivery and performance periods presupposes.
 - 3.2.1. the clarification of all technical issues essential to the performance execution.
 - 3.2.2. if not contractually stipulated, all instructions of the Customer in circumstances which have yet to be individualised or defined by the Customer.
 - 3.2.3. the provision by the Customer of all necessary documents, authorisations, clearances, plans, etc., insofar as these are necessary for the performance providing by AHI.
 - 3.2.4. the completion of all necessary arrangements and preparatory work for the performance providing by AHI or such progress of this performance that AHI can provide its performance without hindrance and without interruption.
 - 3.2.5. the fulfilment of the cooperation obligations under point 4.1.

If one of these requirements is initially or later missing, the delivery and performance deadline will be extended by the period of the hindrance plus an appropriate start-up time and the agreed completion dates will be postponed accordingly. Further rights of AHI remain unaffected.

- 3.3 If there is a change or addition to the order after the order has been placed for whatever reason, the delivery and performance deadline will be extended by a period plus a reasonable start-up time that is appropriate for the change or addition, and the agreed completion dates will be postponed accordingly. Further rights of AHI remain unaffected.
- 3.4 Performance delays due to force majeure or due to unforeseeable circumstances for which AHI is not responsible, such as operational disruptions, strikes, lockouts, lack of means of transport, difficulties in obtaining raw materials, official orders, late delivery by suppliers or other circumstances that make the contractual performance of AHI impossible or unreasonably difficult, do not constitute a default by AHI.

An agreed performance deadline is extended by the period of the hindrance plus an appropriate start-up time and agreed delivery dates are postponed accordingly.

If the impediment lasts for more than one month, both parties are entitled to withdraw from the contract or from the part of the contract not yet fulfilled. Neither party can derive any claims from such a withdrawal from the contract.

- 3.5 If the performance providing by AHI on demand is agreed, the performance is deemed to have been requested

no later than 6 months after the order was placed.

4. The Customer's obligation to cooperate

- 4.1 The Customer is subject to the following obligations during performance providing by AHI:
- 4.1.1. The Customer must create all structural and operational conditions that enable AHI to work promptly, unhindered, and safely in accordance with their Environmental, Health and Safety regulations/standards.
 - 4.1.2. the Customer must prepare the place of performance so that AHI can provide its performance without dismantling and demolition work.
 - 4.1.3. the Customer has to make available specialist trades services (e.g., bricklaying, carpentry, electrical, plumbing, and similar works) and assistance (equipment, scaffolding, etc.) insofar as they are necessary to fulfil the performance but are not part of AHI's performance scope in a timely manner and at its own expense.
 - 4.1.4. the Customer must provide the usual necessary equipment (e.g., lighting, heating, consumables, water and energy, connections for drainpipes to the necessary extent) at the place of performance free of charge.
 - 4.1.5. the Customer must provide lockable or guarded rooms at the place of performance or its immediate surroundings in which equipment, tools, and personal belongings of the staff can be stored.
 - 4.1.6. the Customer must provide protective clothing and devices that are required due to special circumstances and are not standard practice for AHI.
 - 4.1.7. all systems and machines must be made available by the Customer in an immediately ready-to-use condition.
 - 4.1.8. before the performance execution begins, the Customer must provide unprompted the necessary information about the location of concealed power lines or similar systems as well as the required static information; the same applies to other specificities and risks not apparent to AHI.
 - 4.1.9. the Customer must inform AHI in a timely and comprehensive manner with regard of any environmental, health and safety risks that threaten or could threaten when carrying out the work and ensure that the Customer eliminates or reduces these risks through the necessary measures and precautions.
- 4.2 If the Customer does not comply with his obligations to cooperate, those in accordance with point 4.1, AHI is entitled to stop the start or further execution of the performance affected by the breach of duty. In this case, AHI are not in default. The waiting periods resulting from the delayed commencement or continuation of the performance shall constitute working time which AHI shall be entitled to charge, unless otherwise agreed, point 2.1 shall apply.
- 4.3 The necessary permits and approval for the operation or use of the works constructed by AHI must be obtained by the Customer and at the Customer's expense.

5. Performance providing

- 5.1 After completion of the respective performance of AHI (e.g., assembly, service, repair, plant construction) and if the performance is provided over several days, the Customer must countersign the work report/site order filled out by AHI (or the subcontractor) staff at the end of each working day. Any possible objections or reservations shall be noted immediately. There is no right to refuse the countersignature even if there are objections.
- 5.2 Even if a lump sum price is agreed, the Customer is obliged to certify the work performed by AHI (or the subcontractor) staff in accordance with point 5.1. However, for performance of a longer duration, a weekly certificate is sufficient.
- 5.3 AHI is entitled to commission subcontractors to provide the performance at its discretion.
- 5.4 The Customer must arrange for the professional and environmentally friendly disposal of old material (in particular coolants, oils, or other substances as well as systems and devices or parts thereof, etc.). If AHI is commissioned separately to do this, it must be paid for by the Customer in accordance with point 2.1, unless otherwise agreed.

6. Temporary repair

- 6.1 In the case of temporary repairs, there is only a very limited and, on the circumstances, depending service time.
- 6.2 In the case of temporary repairs, the Customer shall arrange for professional repairs to be carried out immediately.

7. Delayed acceptance

- 7.1 In the event of delayed acceptance by the Customer, AHI shall be entitled to withdraw from the contract or its outstanding parts after a reasonable period of grace. In particular, a delay in acceptance is considered to be the violation of the Customer's obligations to cooperate in accordance with point 4. Further claims of AHI resulting from the Customer's delay in acceptance remain unaffected.

8. Takeover - transfer of risk/warranty

- 8.1 The Customer is obliged to formally take over the performance within 30 days as soon as AHI notifies the Customer of the completion of the performance and asks the Customer to take over. The takeover is deemed to have taken place upon expiry of the deadline if the Customer has not taken over the performance after being requested to take over without giving reasons. Deviating from this, in the case of the providing maintenance and other services, these must be taken over immediately upon completion of the activities by signing the service certificate.

With such a takeover, the risk is transferred to the Customer and warranty periods begin to run.

- 8.2 In the absence of a different agreement (e.g., formal acceptance according to Point 8.1), the time of takeover is the time of completion, at the latest when the Customer has taken over the performance or has refused to take over without giving reasons.
- 8.3 If a joint handover is planned and the Customer does not attend on the handover date communicated to the Customer, the takeover is deemed to have taken place on that day.
- 8.4 With the takeover in accordance with points 8.1, 8.2 or 8.3, the risk is transferred to the Customer and the warranty periods begin to run.
- 8.5 The Customer bears the risk for materials and devices delivered by AHI and stored or assembled at the place of performance.

9. Contract duration

- 9.1 If it is a continuing obligation and nothing else has been agreed, contracts are concluded for a specific period of one year from the conclusion of the contract.
- 9.2 The contract is extended for a further year unless it is terminated by one of the parties with a notice period of 3 months to the end of each year.

C. TERMS OF SALE AND DELIVERY (Part C)

1. Applicability

- 1.1 The following provisions apply in addition to the General Part (Part A) to the sale and delivery of goods by AHI. If there is any conflict between the provisions of the General Part (Part A) and the provisions of this Part, the provisions of this Part shall prevail.

2. Price

- 2.1 Prices apply "ex works" or "ex warehouse", excluding packaging, loading, and shipping costs. The AHI list prices at the time of ordering are decisive.

3. Scope of performance

- 3.1 Unless otherwise agreed, AHI's obligation to deliver does not include the assembly of the object of purchase or the training on the object of purchase.

4. Delivery

- 4.1 Any information relating to the delivery date or time are approximate and non-binding unless the date or time is indicated as binding on the order confirmation.
- 4.2 Delivery delays due to force majeure or due to unforeseeable circumstances for which AHI is not responsible, such as, in particular, operational disruptions, strikes, lockouts, lack of means of transport, difficulties in obtaining raw materials, official orders, late delivery by suppliers or other circumstances that make the contractual performance of AHI impossible or unreasonably difficult, do not constitute a default by AHI. An agreed delivery period is extended by the period of the hindrance plus an appropriate start-up time and agreed delivery dates are postponed accordingly.

If the impediment lasts for more than one month, both parties are entitled to withdraw from the contract or

from the part of the contract not yet fulfilled. Neither party can derive any claims from such a withdrawal from the contract.

- 4.3 Partial deliveries and corresponding partial invoices are permitted.
- 4.4 If shipping or delivery is delayed due to reasons within the Customer's control, AHI is entitled to store the goods at the Customer's expense and risk and to charge the Customer a storage fee of 1% of the price per week (incl. VAT) of the goods to be delivered, but a maximum of 10.0% of the price of the goods to be delivered. Further claims of AHI resulting from the Customer's delay in acceptance remain unaffected (see especially point 4.5).
- 4.5 In the event of delayed acceptance by the Customer, AHI shall be entitled to withdraw from the contract after a reasonable period of grace and to use the goods otherwise. Further claims of AHI resulting from the Customer's delay in acceptance remain unaffected.
- 4.6 If delivery on demand has been agreed, the purchased item is deemed to have been called off no later than 6 months after the order was placed.

5. Shipment

- 5.1 The risk is transferred to the purchaser when the goods are handed over to the freight forwarder or carrier but at the latest when they leave AHI's premises or warehouse. This also applies if AHI has committed to setting up or assembling the goods.
- 5.2 The choice of shipping method and packaging is at AHI's sole discretion. The Customer agrees in advance to the shipping method selected by AHI.
- 5.3 The shipment will only be insured against transport damage if expressly requested and at the expense of the Customer.