

General

- These SDP Terms and Conditions shall apply to all deliveries and services provided by WOLF Anlagen-Technik GmbH & Co. KG. Any agreements or supplements that deviate from these SDP Terms and Conditions shall require written confirmation.
- The application of any terms and conditions of purchase of the buyer is excluded, even if they have not been expressly objected to.

Offers

- Our offers shall be without obligation and non-binding until a written order confirmation has been provided.
- Unless agreed separately, details set out in the contract regarding deliveries, appearance, services, measurements and weights, electricity and gas consumption, operating costs, etc. shall be considered to be approximate only, and shall not constitute binding representations as to agreed characteristics (zugesicherte Eigenschaften).
- We reserve the right to make changes in technology and/or design provided that this does not impair the function or performance.

Shipping and passing of risk

- The goods shall be shipped at the expense and for the account of the buyer.
- Unless the buyer was already in default in taking delivery (Annahmeverzug), the risk shall pass to the buyer upon surrender of the goods to the haulier or carrier, and no later than when the goods leave the factory. We shall be entitled, but not obliged, to insure all goods against transport damage at the cost of the buyer. The buyer shall carry out any loss adjustments in its own name and at its own expense.
- The buyer shall be free to determine the type of packaging used. Unless, prior to shipping, details regarding the desired type of packaging have been provided, deliveries will be made without any packaging. If packaging is used, this will generally consist of disposable packaging that will not be taken back. The buyer shall dispose of the packaging at its own expense.

Commercial credit insurance for heating, ventilation and air handling appliances

For each contract with a customer which exceeds a net purchase price of EUR 5,000.00, WOLF will check with your commercial credit insurance provider as to whether the contractual relationship is insured.

In the event that the commercial credit insurance provider refuses to insure the contract with the customer, WOLF shall be entitled to withdraw from the purchase contract.

If it is not possible for the commercial credit insurance provider to check the insurance cover immediately, the contractually agreed delivery dates shall be automatically extended for the period it takes the commercial credit insurance provider to carry out such check.

Acceptance obligation, damages in the event of a default on the part of the buyer

- If the customer defaults on a due payment for more than 14 days, we may grant the customer a grace period of a further 14 days in writing stating that, after the grace period has expired without payment, we will refuse performance of the contract. Once the grace period has expired without payment having been made, we shall be entitled to withdraw from the purchase contract and claim damages.
- If WOLF has withdrawn from the contract in accordance with clause 1, WOLF shall be entitled to claim lump-sum damages of 18% of the order value for the loss of profits. WOLF and the buyer shall be free to prove, on a case-by-case basis, that a greater or smaller loss has been incurred.
- The risk shall pass to the buyer on the day on which the buyer is notified that the goods are ready for shipment, and this shall apply even if part deliveries have been agreed. If shipment is delayed due to circumstances for which we are not responsible, the risk shall pass to the buyer upon notification that the goods are ready for shipment.

Delivery and default in delivery

- Any binding delivery dates agreed shall be set out in writing. Delivery deadlines shall not start to run until the details of the contract have been fully clarified in commercial and technical terms and – in the case of paint plants – in terms of construction and legal approvals. Compliance with the delivery deadline shall require that the buyer has performed its contractual obligations in full and on time and is not in default of payment.
- Force majeure, insurgency, strike, lockout and a considerable interruption of operations without fault on the part of WOLF, delayed goods deliveries from upstream suppliers as well as all other unavoidable events shall extend the dates and deadlines set out in clause 1 by the duration of the disruptions caused by these circumstances plus a reasonable lead time. To the extent that the contract has not yet been fulfilled, whether in whole or in part, we shall be entitled to withdraw from the contract.
- If we exceed the binding delivery date by more than one month, the buyer shall be entitled and obliged to stipulate a reasonable grace period for delivery. Once this grace period has expired without delivery having been effected, the buyer shall be entitled to give written notice of withdrawal from the purchase contract.
- In the event of a default in delivery (Lieferverzug) and withdrawal from the contract, the buyer may claim damages – including any loss or damage caused by the delay in delivery or failure to deliver – only if we are liable for intent or gross negligence.

Prices

- Our prices are quoted in EURO net ex works without value-added tax including loading at the factory, but without packaging, and are payable plus the value-added tax in force on the delivery date.
- We shall be entitled to make price corrections in the event of cost increases that occur 4 months after the purchase contract has been entered into but before the order has been completed and that have an effect of the price of the purchase item.

Payment and default of payment

- Unless expressly agreed otherwise, the purchase price and prices for ancillary services shall be due within 30 days from receipt of the invoice. In the event of a default of payment, default interest shall be calculated in accordance with the statutory provisions.
- Money orders, cheques and bills of exchange will only be accepted as payment following a separate agreement to that end and shall only be deemed to constitute valid payment once WOLF has received the monies (zahlungshalber angenommen); the buyer shall bear all collection, bank and discount charges.
- If part payments have been agreed, the entire outstanding balance shall – regardless of the maturity date of any bills of exchange – be immediately due for payment if the buyer defaults on the payment of an instalment for 14 days, if the buyer stops its payments or if insolvency or composition proceedings are commenced with regard to the buyer's property.
- The buyer shall only have a right of set-off against our claims if the buyer's counter-claim is undisputed or if there is a legally enforceable title. The assertion of a retention right shall only be possible if it is based on claims arising from the same contractual relationship.

Installation and on-site services

- As a general rule, we do not install the appliances and parts supplied by us at the place of delivery, nor do we provide on-site services.
- Upon written request by the buyer, we are prepared to make engineers and installers available to advise on the final installation. Upon requesting such support, the buyer undertakes to bear the associated costs.
- The requested installation personnel is deemed to be a person or persons employed in performing a contractual obligation for whom the buyer is vicariously liable (Erfüllungsgehilfe) (hereinafter "Vicarious Agent"), or a person or persons in a master-servant relationship for whom the buyer is generally liable (Verrichtungsgehilfe).

Official authorisations and conditions

In relation to spraying and drying booths as well as for hops drying systems

- The construction work and ancillary construction work to be provided by the buyer as well as the production of our systems shall be governed exclusively by the plans drawn up by WOLF. Any deviations from these plans shall only be permissible with the consent of WOLF. As a rule, the checking of construction plans/implementation plans of third party companies shall not be part of the scope of delivery and performance of WOLF.
- The building permit and/or operating permit for our systems shall be obtained by the buyer. The documents required in this regard will be made available free of charge to the extent customary in the industry, provided they concern series-produced systems. Documentations and test certificates for special systems, structural analyses, special expert opinions or individual acceptance procedures may be provided at extra cost.
- The buyer is obliged to provide the official authorisations to us unprompted, in full and in a timely manner. If the buyer fails to do so or fails to apply for any operating permit at all, we shall be deemed to have fulfilled our contractual obligations upon delivery of the system in accordance with the delivery specification. Any non-acceptance or refusal on the part of the authorities to grant an operating permit shall be the buyer's responsibility.

Defects – express warranty

- We shall be liable to the buyer that, at the time the risk passes to the buyer, the purchase item has the agreed quality and is free from any defects of quality. A binding representation (Zusicherung) as to agreed characteristics shall only be deemed to have been made if it is expressly designated as such. An insignificant reduction of the value or the suitability for use shall not constitute a defect of quality.
- Complaints about obvious defects shall be made within a preclusive period of 2 weeks from receipt of the goods, complaints about hidden defects shall be made within a preclusive period of 2 weeks from receipt of the goods; we shall be notified in writing of any complaint.
- Unless a different agreement was reached, the warranty period shall be 1 year and shall commence upon delivery of the item. In the case of defects that have been asserted but not remedied within the warranty period, the warranty shall extend until these defects have been remedied. In any event, however, the suspension of the warranty period shall end no later than 1 month after we declare that there is no defect or that the defect has been remedied.
- The warranty claim of the buyer shall be limited to the replacement or repair of the defective item free of charge. At our choice, we shall be entitled to instead reimburse the buyer for the reduced value of the item. Apart from the free replacement or repair, no replacement costs and shipping or transport costs will be borne. If the actions to remedy any defects are unsuccessful, in particular if it is impossible to rectify the defect or if it is unreasonable to expect the buyer to accept any further attempts to remedy the defect, the buyer shall be entitled to withdraw from the contract or claim a reduction of the purchase price. There shall be no right for a replacement item to be supplied.
- In the event that defects have occurred, the buyer shall notify us of these and describe them as precisely as possible. The buyer shall allow us to remedy any defects during the usual core working hours from Monday to Friday, between 7 a.m. and 5 p.m. respectively.
- Our warranty obligation shall expire when any loss or damage is caused by inadequate handling, incorrect operation, failure to observe our commissioning and maintenance instructions or the standard and local installation regulations, by incorrect and negligent handling, in particular excessive use, inappropriate resources, chemical, electronic or electrical factors. Furthermore, the warranty obligation shall expire if, without our express consent, the buyer carries out any repair work or instructs third parties to carry out such repair work during the warranty period.

Express warranty in relation to special systems or test systems

In addition to the general warranty provisions in these SDP Terms and Conditions, no warranty is given for the projection, the overall function and the total output of the structure in relation to special systems or test systems and appliances that are to be created for the first time and in relation to which there is no previous experience available. For these types of system, the warranty obligation shall be limited to faults in the material of the parts supplied by us. Any work, deliveries, modifications, adjustments, supply of installers or specialist engineers, which are required in order to achieve the intended capacity of the system or the appliance, will only be provided at extra cost.

Express warranty in relation to machines for the special crop, hops

In addition to the general warranty provisions in these SDP Terms and Conditions, in the case of drying plants, picking machines and appliances for the special crop, hops, the buyer shall notify us in writing within 5 days from commissioning of the machine in the event that the binding representation as to agreed characteristics (zugesicherte Eigenschaften) of the delivery item has not been achieved. We will then endeavour to adjust the delivery item in accordance with our performance specifications during harvest time. If these attempts do not succeed during the harvest or operative period, the buyer shall be obliged to grant us a reasonable time of at least 8 days during next year's operative period in order to remedy the defect.

If we fail to make the necessary adjustments as per our performance specifications within this grace period, the buyer shall be entitled to require that the contract be rescinded (Wandelung) or that the purchase price be reduced (Minderung). There shall be no right for a replacement item to be supplied.

Limitation of liability

- Unless we are liable for intent, gross negligence or the absence of any agreed characteristics, any kinds of damages claims shall be excluded. This shall not affect liability for mandatory claims under the German Product Liability Act (Produkthaftungsgesetz).
- To the extent that liability is excluded pursuant to paragraph 1, this shall also apply for the benefit of our staff members in the event that the buyer asserts claims directly against them.
- In the event of a merely negligent breach of duty on our part or on the part of our Vicarious Agents, our liability shall be limited to the loss or damage that is foreseeable and typical for the contract.

Reservation of title

- We reserve title to the delivered items until the claim has been settled completely. The reservation of title shall also remain in place in relation to all claims that we subsequently acquire against the buyer in the context of the purchase item, e.g. due to repairs or supplies of spare parts as well as the provision of other goods or services.
- Spray booths and drying booths, process engineering appliances, drying plants, picking machines and appliances for the special crop, hops:

For as long as the reservation of title continues, the buyer shall be entitled to sell, pledge, transfer for security purposes, lease or surrender the purchase item in any other way that negatively affects our security with our prior written consent only. In the event that the purchase item is surrendered in this way, the buyer shall be obliged to immediately disclose the identity of the buyer and the purchase price achieved. The buyer shall be obliged to immediately transfer to us any proceeds received from the resale. Hot air generators, ventilation and air handling equipment:

For as long as the reservation of title continues, the buyer shall only be entitled to sell the items in the ordinary course of business and as long as there is no default of payment.

- All claims of the buyer arising from a resale of our property shall be deemed to have been assigned to us from the outset. We hereby accept such assignment.
- If the purchase item is processed, combined or mixed with other items that we do not own, it shall hereby be agreed that the joint ownership of the buyer in the unified item shall pass to us in proportion to its value. The buyer shall hold our co-owned item free of charge. Any claim of the buyer arising from the processing, combination or mixing shall be deemed to have been assigned to us from the outset. We hereby accept such assignment.
- If the buyer is in default of payment, we shall be entitled to withdraw from the contract. In this case, the buyer shall be obliged to return the purchase item or co-owned item to us without delay.
- We shall be entitled, in the event of a default of payment, to disclose the assignment of the claim vis-à-vis the third party and to demand payment to us.
- If a third party gains access, in particular in the event of seizure of the purchase item or if a contractor's lien is exercised, the buyer must immediately notify us in writing and the third party must be informed without delay of our reservation of title. The buyer shall reimburse all costs incurred in replacing the purchase item.
- For as long as the reservation of title continues, the buyer shall insure the purchase item sufficiently against fire and building damage. Upon request, the buyer shall provide evidence of the existence of such insurance policies to us. The buyer undertakes to instruct the insurance company to pay to us any compensation that may be payable to it if an insured event occurs.
- If the realisable value of the reservation of title exceeds our claims that are to be secured by more than 20%, we undertake at the request of the customer to release the security to which we are entitled to that extent. We shall be entitled to choose which of the securities are to be released.

Information regarding application

Our appliance descriptions shall constitute a general guideline only. Given the wide variety of the intended use of individual products and due to the specific circumstances of each case, the buyer shall carry out its own trials even if application support is provided.

Place of performance, place of jurisdiction, applicable law

- The place of performance for all contractual relations shall be Geisenfeld, Germany.
- If the buyer is a merchant (Vollkaufmann) within the meaning of the German Commercial Code (Handelsgesetzbuch) or a legal entity under public law, Munich, Germany, shall be deemed to be the agreed place of jurisdiction for all disputes that relate to contractual relationships with WOLF. The same shall apply in relation to buyers who do not have a place of business or place of residence in Germany.
- The agreement shall be governed by the laws of the Federal Republic of Germany to the exclusion of all other laws. The United Nations Convention of Contracts for the International Sale of Goods shall not apply. The application of the uniform law for the international sale of goods, in accordance with the Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods (The Hague) dated 1 July 1964 and the Uniform Law on the International Purchase of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods dated 17 July 1973 shall be excluded.

Severability clause

Should individual provisions of these SDP Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.