

General Terms and Conditions

of SferaTec Gebäudetechnik GmbH

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Notice regarding this English translation

This English document is provided solely as a non-binding convenience translation of the German original „Allgemeine Geschäftsbedingungen der SferaTec Gebäudetechnik GmbH, Stand 05.08.2026“. The German original is the sole legally binding version and forms the contractual basis; this English translation is provided for information only. In the event of any inconsistency, ambiguity or difference of interpretation, the German original shall prevail. The clause numbering has been retained for ease of reference. References to German legal provisions, including the BGB, HGB, VOB/B, VOB/C, VSBG and Handwerksordnung, refer exclusively to the respective German legal concepts and provisions. In contracts with consumers, mandatory consumer information and withdrawal instructions are provided in the language required by applicable law and used for the relevant contract; Annexes 1a, 1b, 1c and Annex 2 in this English document are information translations only.

Part A · General Provisions (applicable to all contracts)

A.1 Scope

(1) These General Terms and Conditions (GTC) apply to all quotations, deliveries, works, installation, construction, maintenance and other services of SferaTec Gebäudetechnik GmbH (hereinafter „SferaTec“). Part B applies additionally to contracts of sale and supply, Part C to works, installation and construction services, Part D to maintenance and service contracts. In the event of contradictions, the special Parts B to D prevail over Part A; individual agreements, in particular payment schedules set out in the quotation, always prevail over these GTC.

(2) These GTC apply to entrepreneurs (Unternehmer within the meaning of Section 14 BGB), legal entities under public law and special funds under public law, and, where expressly stipulated or where mandatory consumer rights do not preclude this, to consumers (Verbraucher within the meaning of Section 13 BGB). Clauses expressly applicable only to entrepreneurs do not apply to consumers; in that respect, statutory law applies.

(3) Deviating, conflicting or supplementary terms and conditions of the customer only become part of the contract if SferaTec has expressly agreed to their application in text form. This also applies where SferaTec performs without reservation while aware of conflicting terms.

(4) For contracts concluded via the eBay marketplace, the terms of sale, withdrawal instructions and privacy information stored with the respective eBay listing apply additionally. In the event of contradictions, the terms stored with the respective eBay listing prevail over these GTC.

A.2 Conclusion of contract

(1) Quotations issued by SferaTec are subject to change unless expressly designated as binding. Towards entrepreneurs, a contract is concluded by order confirmation in text form, by commencement of performance or by delivery; in the case of immediate delivery, the invoice also serves as the order confirmation. Towards consumers, the contract is concluded by order confirmation in text form or by an express declaration of acceptance by SferaTec; the mere commencement of performance is not sufficient. For contracts concluded via the eBay marketplace, the provisions of the eBay terms apply additionally to the formation and timing of the contract and prevail over this clause A.2 (1) in that respect.

(2) Quotation documents, drawings, calculations and costings remain the property of SferaTec and may only be made available to third parties with consent.

(3) Cancellation of orders by the customer requires the consent of SferaTec in text form; clause **C.10** (termination of contracts for work) remains unaffected. In the event of cancellation, SferaTec may charge entrepreneurs for

the cost of materials already procured or processed and work already performed, as well as for lost contribution margins in the amount evidenced. Towards consumers, the costs actually incurred up to receipt of the cancellation are charged to a reasonable extent. Statutory rights of withdrawal and termination of the customer, in particular the consumer's right of withdrawal (Annex 1) and the right of free termination under Section 648 BGB, remain unaffected.

A.3 Terms of payment, default

(1) Unless otherwise agreed, invoices are due for payment without deduction within 30 days of the date of invoice and delivery or acceptance. Where payment is received within 10 days of the invoice date, entrepreneurs are granted an early payment discount of 2 %, provided that all due payment obligations from earlier deliveries have been met. No early payment discount is granted on works and construction services (Part C) or on maintenance fees (Part D) unless expressly agreed.

(2) In the event of default in payment, the customer owes default interest at the statutory rate: consumers 5 percentage points, entrepreneurs 9 percentage points above the applicable base rate (Section 288 BGB). In addition, a flat-rate late payment charge of EUR 40.00 applies towards entrepreneurs (Section 288 (5) BGB). SferaTec reserves the right to claim further damages caused by default; the flat rate is set off against costs of legal action.

(3) If, after conclusion of the contract, circumstances become known which seriously call the customer's creditworthiness into question (for example an application to open insolvency proceedings), SferaTec is entitled to render outstanding performance only against advance payment or the provision of security and, after a reasonable period has elapsed without result, to withdraw from the contract.

A.4 Set-off, right of retention

(1) Towards entrepreneurs, the customer may only set off claims which have been finally adjudicated, are ready for decision or are undisputed. Rights of retention are available to entrepreneurs only to the extent that they are based on the same contractual relationship.

(2) Towards consumers, the statutory provisions apply to set-off and rights of retention.

(3) Statutory rights of the customer in the event of defects, in particular under Section 320 BGB and Section 641 (3) BGB, remain unaffected.

A.5 Liability

(1) SferaTec is liable without limitation for intent and gross negligence, for damage arising from injury to life, body or health, under the German Product Liability Act (Produkthaftungsgesetz) and to the extent of guarantees assumed.

(2) In the event of a slightly negligent breach of material contractual obligations (obligations the fulfilment of which is essential to the proper performance of the contract and on the observance of which the customer may regularly rely), liability is limited to the foreseeable damage typical for this type of contract. In all other respects, liability for slight negligence is excluded. This limitation does not apply to damage arising from injury to life, body or health, nor to claims under the Product Liability Act or arising from guarantees assumed.

(3) To the extent that liability is excluded or limited, this also applies to the personal liability of the executive bodies, employees and vicarious agents of SferaTec.

(4) SferaTec maintains business and product liability insurance to the extent customary in the industry.

A.6 Force majeure

Events of force majeure and other unforeseeable obstacles for which SferaTec is not responsible (for example strike, lockout, pandemic, natural disasters, official measures, failure of a supplier to deliver on time despite a congruent covering transaction) extend delivery and performance periods by the duration of the disruption plus a reasonable start-up period. SferaTec will inform the customer without undue delay of the beginning, expected

duration and end of the disruption. If the disruption lasts longer than three months, both parties are entitled to withdraw from the contract in respect of the part not yet performed; payments already made for services not rendered will be refunded.

A.7 Consumer dispute resolution, data protection

(1) SferaTec is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body (Section 36 VSBG).

(2) Information on the processing of personal data is set out in the privacy policy at www.sferatec.de.

A.8 Place of performance, jurisdiction, applicable law

(1) The place of performance for deliveries and payments is the registered office of SferaTec in Kürten, unless the place of performance is decisive in the case of works and construction services.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction is **Cologne**. SferaTec remains entitled to bring proceedings at the customer's general place of jurisdiction. Towards consumers, the statutory places of jurisdiction apply.

(3) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Towards consumers habitually resident abroad, the protection afforded by mandatory provisions of the state of residence remains unaffected (Article 6 (2) Rome I Regulation).

A.9 Severability

Should individual provisions of these GTC be or become wholly or partially invalid, the validity of the remaining provisions remains unaffected. Invalid provisions are replaced by the statutory provisions.

Part B · Supply and Sale of Goods

B.1 Prices, packaging

(1) Towards entrepreneurs, the prices valid on the date of the order confirmation apply, plus statutory value added tax, ex works or ex warehouse, excluding freight and packaging.

(2) Towards consumers, all prices are stated as total prices including statutory value added tax. Any additional delivery, shipping, packaging or other ancillary costs are shown clearly and separately before the consumer submits their contractual declaration.

(3) Packaging costs amount to EUR 4.00 for orders up to EUR 300.00 net and EUR 5.00 for orders above EUR 300.00 up to EUR 1,250.00 net. For orders below EUR 25.00 net, a small quantity surcharge of EUR 5.00 applies. Towards consumers, these amounts are stated gross.

(4) From a net goods value of EUR 1,250.00, SferaTec delivers within Germany free of shipping and packaging costs; expansion vessels and tanks are excluded, for which freight and packaging are charged separately.

B.2 Price adjustment (entrepreneurs only)

This provision applies exclusively to entrepreneurs. Unless a fixed price has been agreed, SferaTec reserves the right to make reasonable price adjustments on account of changes in labour, material (in particular metal prices) and distribution costs for deliveries taking place three months or more after conclusion of the contract. Cost reductions are to be taken into account as price reductions applying the same standards as cost increases. If the increase exceeds 5 %, the customer may withdraw from the contract in respect of the affected delivery.

B.3 Delivery, passing of risk

(1) Towards entrepreneurs the following applies: nationally EXW Kürten, internationally FCA Kürten (Incoterms 2020); the precise named place is set out in the quotation. Risk passes to the customer upon handover to the carrier, including in the case of carriage-paid delivery; default of acceptance is equivalent to handover. At the customer's request and expense, the consignment will be insured.

(2) In the case of a consumer sale of goods, risk passes only upon handover of the goods to the consumer (Section 475 (2) BGB); the statutory provisions remain unaffected.

(3) Partial deliveries are permitted to the extent reasonable for the customer and may be invoiced separately. Where SferaTec chooses to make a partial delivery under a single order towards a consumer, no additional shipping costs are incurred by the consumer.

B.4 Retention of title

(1) The goods delivered remain the property of SferaTec until the purchase price has been paid in full. Towards entrepreneurs, retention of title additionally applies until settlement of all claims arising from the ongoing business relationship (extended retention of title).

(2) The customer may neither pledge the goods subject to retention of title nor assign them as security. Access by third parties (for example attachment) must be notified to SferaTec without undue delay in text form.

(3) Entrepreneurs may resell and process the goods subject to retention of title in the ordinary course of business; they hereby assign to SferaTec, by way of security, all claims arising therefrom in the amount of the invoice value; SferaTec accepts this assignment. Processing is carried out on behalf of SferaTec; in the event of combination or mixing, SferaTec acquires co-ownership in proportion to the invoice values.

(4) In the event of conduct in breach of contract, in particular default in payment, SferaTec is entitled under the statutory provisions to withdraw from the contract and to demand the return of the goods subject to retention of title.

(5) SferaTec will release securities on request to the extent that their realisable value exceeds the secured claims by more than 10 %.

B.5 Duty to examine and give notice of defects (entrepreneurs only)

Section 377 of the German Commercial Code (HGB) applies to entrepreneurs: the goods must be examined without undue delay after delivery; obvious defects must be notified without undue delay, hidden defects without undue delay after discovery, in text form and stating the grounds of complaint.

B.6 Rights in respect of defects on sale, limitation

(1) Towards entrepreneurs, SferaTec will, at its option, provide subsequent performance in the event of defects either by remedying the defect or by delivering an item free of defects. If subsequent performance fails, the customer may reduce the price or, in the case of defects which are not insignificant, withdraw from the contract. Rights of recourse under Sections 445a and 478 BGB remain unaffected to the statutory extent.

(2) Towards consumers, the statutory rights in respect of defects apply without restriction, in particular the consumer's right to choose the form of subsequent performance.

(3) The limitation period for claims based on defects is **12 months** from delivery towards entrepreneurs. This does not apply to claims for damages under A.5 (1) and (2) sentence 1, to claims based on fraudulent concealment, or to the cases covered by Section 438 (1) no. 2 BGB (buildings and items which, in accordance with their customary use, have been used for a building and have caused its defectiveness) and Section 445b BGB (supplier recourse); in those cases the statutory periods apply. Towards consumers, the statutory limitation periods apply.

(4) No claims based on defects exist for damage caused by improper use, faulty installation or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating media, chemical, electrochemical or electrical influences, or failure to observe standards and manufacturer specifications, unless SferaTec is responsible for the defect.

(5) In the case of expansion vessels, failure to carry out maintenance required under manufacturer specifications or the generally accepted rules of technology (in particular DIN EN 12828) may exclude or reduce claims based on defects, to the extent that SferaTec demonstrates that the defect asserted is attributable to that failure.

B.7 Voluntary return of goods

(1) This provision applies exclusively to voluntary returns outside statutory rights. Returns are accepted only with prior consent. Credit is issued less reasonable handling costs assessed on a case-by-case basis. Custom-made items are generally excluded from voluntary return.

(2) Statutory rights of the customer remain unaffected, in particular rights in respect of defects and the consumer's right of withdrawal under Annex 1. Whether the right of withdrawal is excluded in the case of goods made to customer specifications or clearly tailored to personal requirements is determined solely by Section 312g (2) no. 1 BGB.

Part C · Works, Installation and Construction Services (HVAC and Sanitary)

C.1 Application, contractual basis

(1) This Part C applies to the planning, construction, conversion, repair and modernisation of building services installations (heating, sanitary, air conditioning, ventilation, refrigeration, renewable energies), including the assumption of overall building services measures as general contractor without own execution (Generalübernehmer).

(2) The own performance of SferaTec consists of costing, award of subcontracts, coordination and the acceptance of the subcontractors' works in the internal relationship; acceptance of the overall works by the customer is governed by clause C.6. Craft services subject to authorisation within the meaning of the German Trade and Crafts Code (Handwerksordnung) are performed in full by professionally qualified subcontractors entered in the Register of Craftsmen (Handwerksrolle) (clause C.9). SferaTec does not itself perform any craft or construction execution work on site.

(3) **If the customer is an entrepreneur**, a legal entity under public law or a special fund under public law, the German Construction Contract Procedures Part B (VOB/B) in the version applicable at the time of conclusion of the contract become part of the contract **as a whole**, including VOB/C. The text of the VOB/B will be sent free of charge on request. The following provisions of this Part C do not establish any rules deviating from the VOB/B in relation to entrepreneurs, but refer to it; the quotation or order confirmation and the BGB apply additionally. In the event of contradictions, the following order of precedence applies: 1. quotation or order confirmation, 2. VOB/B and VOB/C, 3. these GTC, 4. BGB.

(4) **If the customer is a consumer**, the law on contracts for work under the BGB applies; the VOB/B does not apply. Mandatory consumer rights remain unaffected, in particular Sections 650i et seq. BGB on consumer construction contracts and the rights of withdrawal under Annex 1.

C.2 Scope of services

(1) The nature and scope of the services are set out conclusively in the quotation or order confirmation together with the bill of quantities. The quotation is based on the documents and information provided by the customer (as-built drawings, plant data); the customer is responsible for their accuracy and completeness.

(2) Unless expressly offered, the scope of services does not include, in particular: scaffolding, chiselling, masonry, painting, electrical and tiling work, removal of hazardous substances (for example asbestos), disposal of old installations beyond the extent offered, official permits, and the surveying of concealed existing pipework.

C.3 Customer's duties to cooperate

(1) The customer will provide in good time and free of charge: free access to the place of performance, any necessary preliminary work by third parties, construction electricity and water, information on the position of concealed pipes and cables and, where required, permits and consents (for example from owners or homeowners' associations).

(2) If performance is delayed due to a lack of cooperation, interrupted preceding trades or other circumstances for which the customer is responsible, the periods are extended appropriately; SferaTec may charge additional costs evidenced (for example additional journeys, standstill times). Section 6 VOB/B applies towards entrepreneurs and Section 642 BGB towards consumers.

C.4 Changes to services, additional works

(1) Towards entrepreneurs, requests by the customer for changes or additional works are governed by Sections 1 and 2 VOB/B where the VOB/B has been effectively agreed.

(2) In the case of construction contracts within the meaning of Sections 650a et seq. BGB, Sections 650b and 650c BGB apply additionally.

(3) In the case of other contracts for work, changes and additional works require an agreement between the parties; remuneration is based on the agreed prices, failing which on the customary remuneration under Section 632 (2) BGB.

(4) Additional works which were not apparent at the time the quotation was prepared (in particular concealed defects in the existing installation or pipework not disclosed) are remunerated separately following prior notification, on the basis of the unit prices and rates agreed in the relevant quotation; in the absence of an agreement, the customary remuneration applies (Section 632 (2) BGB).

C.5 Remuneration, interim payments, final invoice

(1) Payment schedules are agreed primarily on an individual basis in the quotation.

(2) In the absence of an individual agreement, interim and final payments are governed **towards entrepreneurs by Section 16 VOB/B**. Towards consumers, SferaTec may demand interim payments in the amount of the value of the services rendered and evidenced in each case (Section 632a BGB); interim invoices are due within 14 days and the final payment within 30 days of acceptance and receipt of the final invoice.

(3) Work on a time and materials basis is invoiced on the basis of time sheets. **Section 15 VOB/B** applies towards entrepreneurs; towards consumers, the hours actually incurred are remunerated upon evidence.

C.6 Acceptance

(1) The customer is obliged to accept the works as soon as they have been substantially completed in accordance with the contract; acceptance may not be refused on account of insignificant defects. At the request of either party, formal acceptance takes place with a joint record.

(2) Towards entrepreneurs, acceptance, including the effects of taking into use and of the expiry of periods, is governed by **Section 12 VOB/B**.

(3) **Towards consumers**, Section 640 BGB applies. Acceptance is accordingly deemed to have taken place if SferaTec has set the consumer a reasonable period for acceptance following completion and the consumer has not refused acceptance within that period stating at least one defect; this effect only occurs if SferaTec has drawn the consumer's attention, in text form and together with the request, to the consequences of a failure to declare acceptance or of a refusal without stating defects (Section 640 (2) BGB).

(4) Risk passes to the customer upon acceptance. Until acceptance, SferaTec bears the risk, except in the case of damage for which the customer is responsible; Section 7 VOB/B applies towards entrepreneurs.

C.7 Rights in respect of defects, limitation

(1) In the event of defects, SferaTec may first provide subsequent performance (remedying the defect). If subsequent performance fails, the customer has the statutory rights or, towards entrepreneurs, the rights under Section 13 VOB/B (reduction, self-remedy, termination, damages). Where the VOB/B has been effectively agreed, its provisions, in particular Section 13 (7) VOB/B, prevail over clause A.5; in all other respects, A.5 applies.

(2) Limitation towards entrepreneurs: Section 13 (4) VOB/B applies (as a rule 4 years for building works, 2 years for other works as well as for parts in contact with fire and flue gas), in each case from acceptance.

(3) Limitation towards consumers: the statutory periods apply (Section 634a BGB), namely 5 years for buildings and 2 years for works without the character of a building.

(4) No claims based on defects exist for damage resulting from improper use, failure to carry out maintenance contrary to manufacturer specifications or the generally accepted rules of technology (for example DIN EN 12828), interference by third parties, unsuitable operating media, or water quality contrary to VDI 2035, unless SferaTec is responsible for the defect.

C.8 Security

Towards entrepreneurs, Section 17 VOB/B applies to the provision of security. In addition, SferaTec may demand security under Section 650f BGB (construction contractor's security) for the agreed remuneration not yet paid, including ancillary claims, to the extent that the statutory requirements are met. Under Section 650f (6) BGB, this right does not exist in particular in the case of consumer construction contracts (Section 650i BGB), property developer contracts (Section 650u BGB), or where the client is a legal entity under public law or a special fund under public law over whose assets insolvency proceedings are inadmissible. Deviating agreements on security may be made individually in the quotation.

C.9 Subcontractors

(1) SferaTec has craft services subject to authorisation performed exclusively by carefully selected, professionally qualified subcontractors entered in the Register of Craftsmen. In all other respects, SferaTec is entitled to have services performed in whole or in part by suitable subcontractors. The contractual responsibility of SferaTec towards the customer remains unaffected.

(2) SferaTec's own personnel are deployed in a supporting capacity within the scope of these services, in particular for material scheduling, surveying, preparation and documentation.

(3) Where the VOB/B has been agreed in the contractual relationship with the customer, SferaTec will notify the customer of the subcontractors engaged and of their subcontractors, without being requested to do so and at the latest before the commencement of their respective services, stating names, legal representatives and contact details, and will submit declarations and evidence of their suitability on request (Section 4 (8) no. 3 VOB/B).

(4) Towards consumers, SferaTec will name the subcontractors engaged for services subject to authorisation, stating their names and contact details, at the latest before the commencement of their respective services.

(5) In all other cases, SferaTec will provide the customer, upon the customer's legitimate request, with information and suitable evidence of the suitability of the subcontractors engaged for services subject to authorisation. Any more extensive statutory or contractual rights to information of the customer remain unaffected.

(6) Where construction works are subcontracted, SferaTec will also agree the VOB/B and VOB/C in the contracts with its subcontractors, provided that the VOB/B has been agreed in the contractual relationship with the customer (Section 4 (8) no. 2 VOB/B). This does not apply to supply-only, planning, documentation or consulting services.

C.10 Termination

(1) The customer's right of free termination remains unaffected; it is governed towards entrepreneurs by **Section 8 VOB/B** and towards consumers by Section 648 BGB. In the event of free termination by a consumer, SferaTec is entitled to the agreed remuneration less expenses saved; it is presumed that SferaTec is entitled to 5 % of the

remuneration attributable to the part not yet performed (Section 648 sentence 3 BGB). Evidence of lower or higher claims remains reserved.

(2) The right of both parties to terminate for good cause remains unaffected (towards entrepreneurs Section 8 (2) et seq. and Section 9 VOB/B; towards consumers Section 648a BGB).

C.11 Consumer construction contract, right of withdrawal

(1) Where the contract is a consumer construction contract (Section 650i BGB, construction of a new building or substantial conversion measures), Sections 650i to 650n BGB apply additionally (including construction description, contract documents, information on completion, limitation of interim payments to 90 %, security for the benefit of the consumer under Section 650m BGB). The right of withdrawal under Section 650i BGB exists irrespective of where the contract was concluded; the instruction is given in accordance with Annex 1c. No right of withdrawal exists where the contract has been notariaily recorded.

(2) In the case of other contracts for work with consumers concluded off premises or by means of distance communication, the right of withdrawal applies as set out in **Annex 1b (withdrawal instruction for works and services)**. No right of withdrawal exists where the consumer has expressly requested the visit for urgent repair and maintenance work (Section 312g (2) no. 11 BGB); this applies only to the work specifically requested and not to services going beyond it or to goods supplied in addition.

(3) Where performance is to begin before expiry of the withdrawal period at the consumer's request, SferaTec uses the declaration set out in **Annex 2**. In the case of off-premises contracts, this declaration is obtained on a durable medium.

Part D · Maintenance and Service

D.1 Subject matter

(1) Maintenance contracts cover the regular inspection and maintenance of the installations designated in the contract in accordance with manufacturer specifications and the generally accepted rules of technology (for example DIN EN 12828, VDI guidelines). Scope and intervals are set out in the relevant maintenance contract or service specification.

(2) Maintenance does not establish any obligation to warrant the fault-free operation of the installation; SferaTec owes the professional performance of the agreed maintenance services.

(3) Craft services subject to authorisation performed in the course of maintenance are rendered in accordance with clause C.9 by subcontractors entered in the Register of Craftsmen. Inspection, monitoring and documentation services not subject to authorisation may be performed by SferaTec with its own personnel. The maintenance record states which services were performed by SferaTec and which by the subcontractor.

D.2 Additional services

Spare parts, wear parts and consumables, as well as repairs and fault call-outs outside the agreed scope of maintenance, are invoiced separately; remuneration is agreed in the relevant maintenance contract or individual order, failing which the customary remuneration applies (Section 632 (2) BGB). If SferaTec identifies a need for repair during maintenance, the customer will be informed; repairs are carried out only upon instruction, except in the case of imminent danger in order to avert immediately threatening damage (emergency measures against reimbursement of expenses).

D.3 Term and termination

(1) **Towards entrepreneurs:** the maintenance contract runs for one year from commencement of the contract and is extended by one further year in each case unless terminated in text form with three months' notice to the end of the respective term.

(2) Towards consumers: the maintenance contract initially runs for the agreed initial term, but for no longer than one year. The consumer may terminate it in text form with one month's notice to the end of the initial term. If no notice is given, the contract is extended for an indefinite period; the consumer may then terminate it at any time in text form with one month's notice (Section 309 no. 9 BGB).

(3) The right to terminate for good cause remains unaffected. In the event of a sale of the property, the customer may terminate the contract extraordinarily with three months' notice unless the acquirer assumes the contract.

D.4 Remuneration, price adjustment

(1) Unless otherwise agreed, the maintenance fee is payable annually in advance within 14 days of the date of invoice.

(2) SferaTec is entitled to adjust the maintenance fee with effect from the beginning of a new contract year to the extent that the costs relevant to performance change. Relevant costs are exclusively changes in collectively agreed or industry-standard labour costs, the costs of spare parts and consumables, energy and travel costs, and the costs of inspections and documentation prescribed by law or by standards.

(3) An increase is permissible only to the extent that the aforementioned costs have increased since the last price determination. Cost reductions are to be taken into account as price reductions applying the same standards and to the same extent. SferaTec will notify the customer of the adjustment, the reasons for it and its calculation in text form at least six weeks before it takes effect.

(4) If the increase exceeds 5 % compared with the previous fee, the customer may terminate the maintenance contract in text form until the adjustment takes effect; SferaTec will draw particular attention to this in the notice of adjustment.

D.5 Scheduling, access

Maintenance appointments are announced or agreed in good time. The customer ensures access to the installation and its accessibility at the agreed appointment. Wasted journeys for which the customer is responsible may be charged on the basis of the expenditure evidenced, unless the customer has cancelled at least 24 hours in advance. The customer remains free to demonstrate that no expenditure or substantially lower expenditure was incurred.

D.6 Rights in respect of defects, limitation

The statutory provisions apply to defects in the maintenance services; A.5 (liability) remains unaffected. Claims based on defects in the maintenance services become time-barred after 12 months towards entrepreneurs and within the statutory periods towards consumers; this does not apply to claims for damages under A.5 (1) and (2) sentence 1 or to claims based on fraudulent concealment, for which the statutory periods always apply.

Annex 1 · Withdrawal Instructions for Consumers

INFORMATION TRANSLATION ONLY — NOT A CONSUMER WITHDRAWAL INSTRUCTION

This text may not be used as the withdrawal instruction towards consumers and may not be sent without the German original. Towards consumers, the German version of the withdrawal instruction provided with the contract or stored with the respective listing applies.

Annex 1a · Withdrawal instruction for deliveries of goods (online and mail order, including the eBay shop)

Right of withdrawal

You have the right to withdraw from this contract within one month without giving any reason. The withdrawal period is one month from the day on which you or a third party named by you, who is not the carrier, acquired physical possession of the goods.

To exercise your right of withdrawal, you must inform us (SferaTec Gebäudetechnik GmbH, Cliev 16, 51515 Kürten, Germany, telephone: +49 2207 84 64 491, e-mail: info@sferatec.de) by means of a clear statement (for example a letter sent by post or an e-mail) of your decision to withdraw from this contract.

For purchases made via our eBay shop, you may also exercise your right of withdrawal online at <https://www.ebay.de/help/account/regulatory/eu-right-of-withdrawal?id=5835>.

If you use this online function, we will send you an acknowledgement of receipt without undue delay on a durable medium, for example by e-mail, containing information on the content of the declaration of withdrawal and the date and time of its receipt.

You may also use the attached model withdrawal form, which is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

We will bear the direct cost of returning the goods where the return is made within Germany. For returns from abroad, you will bear the direct cost of returning the goods.

By way of derogation, you will bear the direct cost of returning goods which by their nature cannot normally be returned by post (bulky goods or freight goods, for example tanks and expansion vessels); these costs are estimated at approximately EUR 80.00. This exception does not apply to purchases made via our eBay shop, where only goods which can be sent by normal post are offered.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Annex 1b · Withdrawal instruction for works and services (off-premises contracts and distance contracts)

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us (SferaTec Gebäudetechnik GmbH, Cliev 16, 51515 Kürten, telephone: +49 2207 84 64 491, e-mail: info@sferatec.de) by means of a clear statement (for example a letter or an e-mail) of your decision. You may use the attached model withdrawal form, which is not mandatory. To meet the deadline, it is sufficient to send your communication in good time.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we receive your withdrawal.

Early commencement of performance

If you have requested that the services begin during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated your withdrawal. The right of withdrawal expires upon complete performance of the service where you have given your express prior consent and acknowledged that you will lose your right of withdrawal (Section 356 (4) BGB).

Annex 1c · Withdrawal instruction for consumer construction contracts (Section 650I BGB)

This instruction applies to contracts for the construction of a new building or for substantial conversion measures to an existing building concluded with a consumer, irrespective of where the contract was concluded. No right of withdrawal exists where the contract has been notarially recorded.

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day of the conclusion of the contract.

The withdrawal period does not begin before we have informed you of your right of withdrawal in accordance with the statutory requirements. The right of withdrawal expires at the latest twelve months and 14 days after conclusion of the contract.

To exercise your right of withdrawal, you must inform us (SferaTec Gebäudetechnik GmbH, Cliev 16, 51515 Kürten, telephone: +49 2207 84 64 491, e-mail: info@sferatec.de) by means of a clear statement (for example a letter sent by post or an e-mail) of your decision to withdraw from this contract. You may use the attached model withdrawal form, which is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your communication before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If, at your request, we have already begun performance before expiry of the withdrawal period, you owe us compensation for the value of the services provided up to the point of withdrawal (Section 357d BGB). The amount is determined by the agreed remuneration; where the agreed remuneration is disproportionately high, it is determined by the market value of the services provided.

Model withdrawal form (applies to Annex 1a, 1b and 1c)

(Complete and return this form only if you wish to withdraw from the contract.)

- To SferaTec Gebäudetechnik GmbH, Cliev 16, 51515 Kürten, Germany, e-mail: info@sferatec.de
- I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

() Delete as appropriate.*

Annex 2 · Declaration on Early Commencement of Performance

INFORMATION TRANSLATION ONLY — NOT TO BE SIGNED WITHOUT THE GERMAN ORIGINAL

This form may not be signed by consumers without the German original.

(To be signed by the consumer where performance is to begin at their request before expiry of the withdrawal period. In the case of off-premises contracts, the declaration must be obtained on a durable medium.)

Order / quotation number: _____ Date: _____

I expressly request that SferaTec Gebäudetechnik GmbH begin the commissioned services before expiry of the withdrawal period.

I am aware that, in the event of withdrawal, I owe compensation for the value of the services already provided up to the point of withdrawal.

I am further aware that my right of withdrawal expires upon complete performance of the service where I have previously given my express consent to SferaTec beginning performance before expiry of the withdrawal period and have acknowledged that I will lose my right of withdrawal (Section 356 (4) BGB).

Name, address and signature of the consumer