



**General Terms of Payment of energy air GmbH
(in case of dispute the German wording shall be binding)**

1. Any and all deliveries made and services rendered by energy air GmbH are subject to the following General Terms of Payment, if not stipulated otherwise. Amendments, modifications and/or collateral agreements will be valid only, if confirmed in writing by energy air GmbH. energy air GmbH contradicts herewith expressly any deviating conditions of the recipient of deliveries and/or services.
2. Charges made by energy air GmbH are charges in the meaning of the turn-over tax law (value-added tax). The value-added tax must be paid additionally in the respective amounts called for by the law.
3. energy air GmbH has the right to request advance payment up to the presumable amount of the invoice.
4. All invoiced amounts are due without deduction immediately upon receipt of the invoice. energy air GmbH may request that payments are made in cash. If checks or drafts are accepted, the invoice will be considered as paid after the check or drafts have been honoured fully and without reservations.
5. For deliveries made, energy air GmbH retains the title to property until such time when all invoices issued to the customer have been paid. If not stipulated otherwise upon placing of the order, replaced parts become the property of energy air GmbH
6. energy air GmbH is entitled at any time to request, at its discretion, an adequate security by either depositing with energy air GmbH a non-interest bearing amount of money, or by giving an appropriate guarantor, or by providing any other means serving the purpose.
7. For delayed payments, energy air GmbH reserves the right of claiming interest or damages caused by the delay.
8. The recipient of deliveries and/or services will not be entitled to offset any own claims against claims of energy air GmbH unless such claims are beyond dispute or have become legally binding, nor will he have the right to lay a lien on energy air GmbH property.
9. The place of performance and jurisdiction is Frankfurt am Main.