

## General lease terms and conditions for products.

These lease conditions apply to all leaseings of products by WILO SE or its subsidiaries, referred to below as the lessor, to entrepreneurs/companies. No contradictory or deviating conditions of the lessee are recognised, unless the lessor expressly agrees to their applicability in writing. These lease conditions also apply if the leased property was issued unconditionally in the knowledge of conditions from the lessee that contradict or deviate from these lease conditions.

### 1. Purpose of lease, start of lease

The lessor cedes a product with accessories (= lease objects, referred to below as LO) to the lessee for designated use, on the basis of a written lease contract or in accordance with the lessor's order confirmation.

- 1.1. The leasing is undertaken for an indeterminate time, however with a fixed minimum lease duration.
- 1.2. The lease time starts on the day of delivery or at the moment agreed for collection. The delivery and collection days are each counted as a lease day.

### 2. Lack of lease products, lessee's obligation to examine and submit complaint, lessor's liability for defects

The LO is sent by the lessor in perfect condition, ready to operate, or is provided for collection in the same condition.

- 2.1. Upon receipt of the LO, the lessee shall examine it and shall submit a written complaint in case of externally visible defects; this written complaint shall be submitted without delay, however at the latest within 3 working days of handover of the LO. Once the deadline for complaint has expired, the LO shall be regarded as having been delivered in accordance with the contract.
- 2.2. In the event that defects, damage or malfunctions become apparent during commissioning or in the course of the lease time, the lessee shall notify the lessor of them in writing immediately on discovery.
- 2.3. In the event that a defect becomes apparent after commissioning of the LO or in the course of the lease time, and this defect is not attributable to the lessee, the lease time shall be interrupted from the time when the defect arose until the time when it is rectified, providing the defect is reported without delay in accordance with number 2.2.
- 2.4. In the event of a defect on the LO attributable to the lessor, the lessor shall be entitled to choose whether to provide supplementary performance in the form of defect rectification or to deliver a new, non-defective leased item. In the event of defect rectification, the lessor is obliged to pay for all the expenditure involved in the defect rectification, in particular transport, travel, labour and material costs, to the extent that these costs are not increased because the leased property has been moved to a location different from the place of fulfilment.
- 2.5. If the supplementary performance fails, the lessee shall be entitled to choose whether to withdraw from the contract or to reduce the lease payment.
- 2.6. The lessor shall be liable in accordance with statutory provisions, to the extent that the lessee asserts claims for damages that are based on deliberate or gross negligence, including the deliberate or gross negligence of its representatives or vicarious agents. To the extent that the lessor is not accused of deliberate violation of the contract, liability to pay damages as a result of defects shall be limited to the foreseeable damage that can be typically expected to occur. In any event, however, liability for financial losses (in particular for interruptions in operation or loss of profits) is excluded except in the case of deliberate negligence.
- 2.7. The lessor shall additionally be liable according to statutory provisions in the event that the lessor has culpably violated a significant contractual obligation; in this case, however, the liability to pay damages shall be limited to the foreseeable damage that can be typically expected to occur.
- 2.8. Liability due to culpable injury to life and limb or impairment to health shall remain unaffected.

- 2.9. Liability is excluded, unless regulated differently above.
- 2.10. In the event that the lessor's liability to pay damages is excluded or limited, this also applies with regard to the personal liability to pay damages of the staff, workers, employees, representatives and vicarious agents of the lessor.
- 2.11. The period of limitation for claims occasioned by defects is 12 months, calculated from the transition of risk.

### **3. Lease, lease payment, delay, right of retention and offset**

The lease is assessed according to calendar days. The contractually agreed lease payment is subject to VAT at the statutory rate.

- 3.1. The freight costs for outward and return delivery of the leased item shall be borne by the lessee, as shall any costs of set-up and removal as well as connection and installation costs, etc. This does not apply if the freight costs are occasioned by a defect attributable to the lessor.
- 3.2. The lease is due for payment within 7 days of the date of invoice, without deduction. Partial invoices can be prepared at the end of each month.
- 3.3. In the event that payment of a due amount by the lessee is overdue by more than 7 days, the lessor shall be entitled to collect the LO at the lessee's expense, and the lessee shall also be obliged to grant access to the LO; then the lessor shall be entitled to dispose of the LO in some other manner, without having to issue termination without notice. The claims which the lessor is entitled to assert under the contract remain in effect unless they have been rendered irrelevant on collection of the LO. However, the lessor shall offset the income it has gained through disposing of the LO in some other manner during the agreed contract period, or which it wilfully failed to gain, in particular through new leasing, following deduction of the costs arising from the collection for return and further disposal.
- 3.4. In accordance with the contract, the lessee is not entitled to exercise a right of retention against claims from the lessor, to the extent this is based on the same contractual relationship.
- 3.5. The lessee is only entitled to offset those claims that are undisputed or have been established in law.

### **4. Transition of risk and obligations of the lessee**

When the LO arrives at the lessee or is collected by the lessee, or if collection by the lessee is delayed, the risk of accidental loss and accidental deterioration of the MO shall pass to the lessee.

- 4.1. The lessee shall undertake maintenance and care of the LO in a correct and proficient manner. This means the lessee is obliged to keep the LO in operational condition in accordance with the operating and maintenance regulations, and shall also make provision for application-related inspections in accordance with the accident prevention regulations (UVV).
- 4.2. In the event that repair work becomes necessary on the LO, coordination shall take place with the lessor regarding which party shall undertake the repair. Spare parts required for this shall be obtained from the lessor in all cases.
- 4.3. The lessee is not allowed to make any changes to the LO, unless these measures have been agreed in writing with the lessor.
- 4.4. The lessee is not allowed to grant third parties either rights over the LO (e.g. rent, lease, etc.) or rights arising from this contract. Renting or leasing the LO to third parties requires the prior written agreement from the lessor. In the event that a third party asserts claims over the LO as a result of attachment, seizure or the like, the lessee is obliged to send written notification to the lessor immediately and to inform the third party without delay about the lessor's right of ownership. The costs of any action for subrogation by the lessor that may be required shall be charged to the lessee.

## **5. Delivery time and consequences of delay**

- 5.1. It is a condition for compliance with the delivery obligation that any preliminary performance of the lessee that may have been agreed shall have been carried out on schedule and correctly, in particular the rendering of any agreed advance lease payment. The right of objection due to non-fulfilment of the contract is retained.
- 5.2. The delivery deadline has been maintained if the LO is available up to the point when the deadline expires.
- 5.3. The delivery deadline shall be extended accordingly in the event of force majeure. In particular, this includes labour disputes such as strikes and lockouts as well as other unforeseen obstacles that are beyond the lessor's control, assuming such obstacles can be demonstrated to have a significant influence on the completion or delivery of the LO. The same applies accordingly if these circumstances have arisen at suppliers of the lessor.
- 5.4. In the event that the lessee is in default of acceptance or culpably violates other obligations to cooperate, the lessor shall be entitled to demand compensation for losses it has incurred thereby, including any additional expenditure. The right to assert further claims is reserved. In cases of this kind, the lessor shall also be entitled to dispose of the LO in other ways, having set an appropriate deadline and seen this deadline expire without result.
- 5.5. The lessor shall be liable according to statutory provisions to the extent that the underlying lease contract is a fixed-date transaction. The lessor shall also be liable according to statutory provisions to the extent that the lessee is entitled to claim on the basis of a delivery delay attributable to the lessor that the lessee's interest in continuing with the fulfilment of the contract no longer applies.
- 5.6. Furthermore, the lessor shall be liable according to statutory provisions to the extent that the delivery delay is due to a contract violation attributable to the lessor as the result of deliberate or gross negligence; culpability of the representatives or vicarious agents shall be attributed to the lessor. To the extent that the delivery delay is not due to a contract violation attributable to the lessor, the lessor's liability to pay damages shall be limited to the foreseeable damage that can be typically expected to occur.
- 5.7. The lessor shall also be liable according to statutory provisions to the event that the delivery delay attributable to the lessor is the result of culpable violation of a significant contractual obligation; in this case, the lessor's liability to pay damages shall also be limited to the foreseeable damage that can be typically expected to occur.
- 5.8. Additional inalienable statutory claims and rights of the lessee shall remain reserved to the lessee.

## **6. End of lease and return delivery**

- 6.1. The time during which lease payments are due ends on the day when the return delivery of the LO to the lessor takes place, subject to the condition that the LO is available to the lessor in a complete, cleaned condition with reeled-in cables and is accompanied by all leased accessories.
- 6.2. The costs of eliminating defects and damage as well as contamination as the result of use in violation of the contract, inadequate maintenance and/or cleaning of the LO by the lessee shall be borne by the lessee. The lessee shall be informed of the extent and costs of the repairs required in order to rectify defects and damage, before the start of the repairs. In the event that the parties fail to agree regarding the scope of the costs, an expert shall be called in at the lessee's expense. The repairs shall be undertaken by the lessor.

## **7. Termination**

A lease contract concluded for an indeterminate period can be terminated by either party on any day up to the expiry of the delivery/provision period of the following day. Termination is possible for the first time after expiry of a minimum lease period of 7 days.

- 7.1. The right of either party to extraordinary termination is determined according to the law.

#### **8. Purchase of the product following prior lease**

In the event that, during the existence of a lease relationship concluded for an indeterminate period, the lessee decides to purchase a brand new, comparable product, the lease relationship preceding the purchase shall come to an end on the day of the transition of ownership under the terms of the purchase contract, assuming the lessor receives the LO back from the lessee on this day in contractual condition.

- 8.1. Any transport costs arising for the return delivery shall also be charged to the lessee in this case.
- 8.2. In the event that the product is purchased following prior lease of a brand new, comparable product, the purchase contract shall be governed by the WILO's General Sales Terms and Conditions, which may be referred to at [www.wilo.com/legal](http://www.wilo.com/legal), and shall be regarded as having been agreed between the parties.

#### **9. Court of jurisdiction, place of fulfilment, concluding provisions**

The court with responsibility for the lessor's headquarters is the court of jurisdiction for all disputes.

- 9.1. The law applicable to the relationship between the parties is defined as the law applicable at the lessor's headquarters.
- 9.2. Unless agreed otherwise with the lessee in writing, or indicated in the lessor's order confirmation, the place of fulfilment is defined as the lessor's business premises.
- 9.3. If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable