

## Terms and Conditions Venturicon GmbH (Ltd.)

### 1. General

1.1. All deliveries, services and offers provided by Venturicon Windturbinen GmbH A-6800 Feldkirch, Albert-Schädler-Straße 3, are made on the basis of these terms and conditions. They are an agreed component of all contracts that are entered into with Venturicon. They also apply to future sales contracts and business relations, even if they are not explicitly included in them again.

1.2 Business partners' terms and conditions, which are in contradiction with or which do not agree with these terms and conditions are only binding for Venturicon Windturbinen GmbH, A-6800 Feldkirch, Albert Schädler-Straße 3, if they have been acknowledged in writing at the completion of the contract. Counter confirmations with reference to one's own business terms and conditions are hereby expressly rejected.

### 2. Offers, Orders and Order Acknowledgements

2.1 Venturicon Windturbinen GmbH offers are always subject to change.

2.2 Full written confirmation is required to make orders and declarations of acceptance legally effective. This also applies to changes and collateral agreements.

2.3 As long as not expressly stated otherwise, a commitment period of 30 days applies for all offers.

2.4 The offer payment deadlines are binding, unless they have been expressly refused.

2.5 A delivery- and service obligation will only apply upon the submission of an order acknowledgement

### 3. Prices and Payments

3.1 Venturicon Windturbinen GmbH prices are net prices and are ex works in A-6800 Feldkirch, Albert-Schädler-Straße 3.

3.2. Unless expressly agreed otherwise, the Venturicon Windturbinen GmbH bills are payable in full within 14 days of the date stated on the bill.

3.3 Venturicon Windturbinen GmbH is entitled at any time to demand immediate payment or collateral security or to terminate the contract if it deems that the economic situation of the client gives cause for this.

3.4 If the client has only partially paid and falls into arrears, Venturicon Windturbinen GmbH is entitled to make the entire outstanding balance plus ancillary costs due immediately, or to refuse the advance fulfilment of outstanding services after setting a grace period of 14 days.

3.5 A consumer is only entitled to make claims against the Venturicon Venturicon GmbH in connection with customer liability or claims established by the court or recognized by Venturicon Windturbinen GmbH, an entrepreneur is not entitled to offset against claims made by Venturicon Windturbinen GmbH. An entrepreneur is also not entitled to assert a right of retention.

### 4. Reservation of Ownership

Venturicon Windturbinen GmbH reserves ownership to the delivered goods until full payment of the purchase price is made, including invoiced sales tax, and the fulfilment of all existing, or later arising claims against the client at the time of delivery. This also applies, if single claims in current bills are recorded and the balance is settled and acknowledged. The client is then only entitled to resale if Venturicon GmbH (Ltd.) outstanding claims are covered by collateral security.

### 5. Guarantee and Warranty for Defects

5.1. The warranty period begins with the transfer of risk.

5.2. Should any damage arise that results from improper or inappropriate usage or treatment of the delivered service, no warranty will apply. A client is not entitled to refuse the takeover of the service,

simply based upon the occurrence of minor deficiencies. If the client refuses the takeover without a valid reason, the takeover will take place through the service/delivery on behalf of Venturicon Windturbinen GmbH. From this point onwards Venturicon Windturbinen GmbH's service has been completed without fault. The warranty period for mobile and immobile property is 6 months for clients, unless an extension of the warranty period has been agreed, whereby the presence of the deficiency must be proven by the client. Upon the occurrence of a deficiency that falls under the warranty, Venturicon Windturbinen GmbH has the choice either to make improvements or to offer a reasonable price reduction to the client. If a client finds that his own contractual partners file a claim against him/her for a defect that occurred in a Venturicon Windturbinen GmbH service, he/she must immediately notify Venturicon Windturbinen GmbH of this claim, otherwise his/her right to withdraw will no longer apply.

Venturicon Windturbinen GmbH assumes no responsibility for the services it provides, provided that these third parties attributable to the customer were subsequently at fault or if the faults or damage occurred due to improper installation or improper site selection.

## 6. Clients' Obligation to Co-Operate

The client has an obligation to co-operate with regards to observing agreed appointments for services and delivery and the prevention of damages. The client grants Venturicon Windturbinen GmbH access to sites and to products, so that services can be provided on schedule. The client is obliged to inform Venturicon Windturbinen GmbH in a timely and comprehensive manner about any specific safety regulations or risks to be observed.

## 7. Place of Fulfilment

The agreed place of fulfilment for all deliveries and services is Venturicon Windturbinen GmbH, Headquarters in A-6800 Feldkirch, Albert- Schädler-Straße 3.

## 8. In Writing

All agreements will be in written form. Verbal collateral agreements will not be valid.

## 9. Place of Jurisdiction

The agreed place of jurisdiction for any disputes that arise from contractual relationships between the client and Venturicon Windturbinen GmbH is 6800 Feldkirch, Austria.

## 10. Choice of Law

The contractual relationship between the client and Venturicon Windturbinen GmbH is subject to Austrian law, excluding the conflict of law principles of UN sales law and IPR.

## 11. Laesio enormis

Entrepreneurs are not permitted to enforce a reduction of over half of the total fee proposed by Venturicon Windturbinen GmbH.

## 12. Partial Nullity

Should one of the clauses of the terms and conditions of Venturicon Windturbinen GmbH be void, a valid clause will apply in its place, which will be as close as possible to the original clause. The remaining clauses remain valid.

Feldkirch, June 2017