

1. Scope of Application

These General Terms and Conditions apply to all maintenance services provided by WATERKOTTE GmbH, Sophie-Opel-Straße 20, 44803 Bochum, that are ordered online by the customer. By completing the online order, the customer accepts these terms.

2. Subject Matter of the Contract

The subject matter of this contract is the performance of maintenance services on the WATERKOTTE heat pumps specified by the customer. The maintenance services are provided exclusively for the heat pumps specified at the time the order was placed. Any extension to other heat pumps is excluded. The services are provided exclusively for heat pumps located within the Federal Republic of Germany. For service calls on German islands, any additional expenses incurred will be billed to the customer. The customer must ensure safe and unrestricted access to the indoor unit as well as to any outdoor units that may be present. If maintenance cannot be performed due to lack of accessibility, the contractor is entitled to reschedule the appointment at the customer's expense.

3. Requirements for Service Provision

The performance of maintenance services is contingent upon the customer having fulfilled all outstanding payment obligations to WATERKOTTE. In addition, the heat pump must be accessible and in working order. The operating and installation instructions must be followed, and it must be possible to perform maintenance without any technical or organizational obstacles. If maintenance cannot be performed due to circumstances within the customer's control, WATERKOTTE reserves the right to charge for the resulting expenses. This is based on the provisions regarding the conditions for performance set forth in the existing maintenance contract.

4. Scope of Services

The scope of maintenance is based on the service specifications for the selected maintenance package as published at the time the contract was awarded. The service does not include any additional warranty extension or any additional breakdown or emergency service.

5. Maintenance Appointments

Appointments are scheduled in consultation between WATERKOTTE and the client. Maintenance is generally performed during WATERKOTTE's regular business hours between **March 1 and October 31** of each calendar year. WATERKOTTE will, to the extent possible, attempt to proactively remind the client of upcoming maintenance. Failure by WATERKOTTE to contact the client does not relieve the client of the obligation to independently request the scheduled maintenance and schedule an appointment.

6. Prices and Payment Terms

The prices in effect at the time the appointment is confirmed shall apply. Invoices shall preferably be issued electronically. Invoices are due for payment without deduction within 10 days of the invoice date. In the event of late payment, the statutory provisions shall apply.

7. Use of Service Partners

WATERKOTTE is entitled to have maintenance services performed by certified and trained service partners or subcontractors.

8. Termination

The contract may be terminated by either party after the annual maintenance has been performed. In the event of a move, the sale of the house, or technical damage, both parties have a special right of termination. If the contact information provided by the customer is no longer valid and the contractor is unable to contact the customer despite reasonable efforts, a special right of termination also applies.