



## **VTS General Sale Conditions**

This VTS General Sale Conditions are used for sale and delivery of air handling units executed by distribution companies of VTS Group, specified explicitly in Clients' purchase orders.

### **§1**

#### **Subject of contract**

1. VTS GROUP's distribution company [hereinafter: VTS] is obligated to sell and deliver to the Client air handling units specified in detail in VTS's offer [hereinafter: Offer] and Client's purchase order [hereinafter: Purchase order] for agreed remuneration.

### **§2**

#### **Units**

1. Type, quantity, technical specification of air handling units, place and date of delivery and remuneration is each time specified by Offer and its attachments.

### **§3**

#### **Remuneration**

1. For the sale and delivery of air handling units, the Client submitting Purchase Order shall be obligated to pay the remuneration specified in Offer.
2. Unless otherwise specified by the Offer, the Client is obligated to pay VTS advance payment in the amount specified in the Offer immediately after submitting Purchase Order.
3. In case the advance payment is due and is not transferred within 14 days as of submitting Purchase Order, VTS shall prepare new documentation for this sale and delivery, including new offer and purchase order. New offer shall have new number, include new numbers of air handling units and may include new terms of sale and delivery.
4. The Client is obligated to pay VTS rest of the payment in term specified by the Offer.
5. Air handling units shall be considered VTS property until the Client pays all remuneration specified in the Offer.
6. The Client shall arrange all payments to VTS' bank account specified in the Offer.

### **§4**

#### **Delivery Terms**

1. VTS delivers air handling units to the Client in dates specified in Offer, calculated from the day the advance payment is transferred to VTS bank account or the date other conditions specified in the Offer are met by the Client.
2. Before air handling units' delivery, VTS shall deliver to the Client written statement that the air handling units are ready for delivery [hereinafter: Confirmation for Delivery].
3. After the Client receives Confirmation for Delivery, the Client is obligated to fulfill all obligations specified in the Offer before delivery of air handling units, such as particularly



- payment of the outstanding amount of remuneration or delivery of agreed collateral for deferred payment.
4. Until the Client fulfills all obligations specified in the Offer, VTS shall have the right to withhold delivery of air handling units.
  5. In case the Client doesn't fulfill obligation specified in the Offer within 14 days from receiving of Confirmation for Delivery, the dates of delivery of air handling units may be prolonged.
  6. In case air handling units are not be expedited from VTS' warehouse within 14 days from receiving of Confirmation for Delivery due to the reasons attributed to the Client, VTS is entitled to request from the Client a contractual penalty for storing of air handling units equal to 0,05% of remuneration for stored air handling units, for each day exceeding 14 days.
  7. Air handling units are delivered to the Client on CPT (Incoterms 2000) basis to the place specified in Offer – assembled, in packages for on-site assembly or in assembled sections to be connected by the Client.
  8. VTS is not obligated to unload of air handling units from the transport carrier or to on-site transport.
  9. The Client is obligated to unload air handling units from transport carrier, to transport air handling units delivered in packages to the place of on-site assembly and is obligated to provide person authorized to confirm delivery of air handling units in the name of the Client. The template of authorization for confirmation of delivery of air handling units is available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.
  10. Air handling units are handed over to the Client or person authorized by the Client only on the basis of written delivery protocol [hereinafter: Delivery protocol]. The template of Delivery Protocol is available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.
  11. In case Client or person authorized by the Client is not present at the place of delivery of air handling units or refused to sign Delivery Protocol without substantial justification, VTS is entitled to sign the Delivery Protocol unilaterally which shall be considered as fulfillment of the Purchase Order.

## **§5**

### **Delivery of assembled air handling units or in assembled sections**

1. In case the air handling units are delivered assembled or in assembled sections, the date of delivery to the Client is extended by in-hub assembly time specified in the Offer.

## **§6**

### **Delivery in packages / On-site Assembly**

1. VTS Remuneration specified in the Offer covers on-site assembly of air handling units from packages only in case the delivery and assembly site is within 200 km from the nearest authorized service of VTS. Current list of VTS' authorized services is available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.
2. The Client is obligated to inform VTS in writing when the Client is ready for assembly of air handling units at the assembly site. The template of Confirmation for Assembly is available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.



3. At the assembly site of air handling units delivered in packages, the Client is obligated to:
  - a. Provide completeness of the packages from the delivery to the start of assembly,
  - b. Prepare place of assembly in accordance to requirements set forth in Technical Documentation [hereinafter: Technical Documentation] available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS,
  - c. Provide conditions for and foundation for assembly of air handling units in accordance to requirements set for forth in Technical Documentation,
  - d. Provide free of charge power outlet located not further than 20 meters from the place of assembly and provide illumination of place of assembly,
  - e. Provide other conditions for safe and efficient assembly.
4. VTS on-site assembly does not include:
  - a. Setting up of electrical wiring, connection to heating of freezing sources and assembly of exchanger valve,
  - b. Delivery, connection, assembly and start up of control elements (except for damper actuators, pressure control and anti-frost thermostat) and engines zeroing,
  - c. Placing and balancing of air handling units,
  - d. Connecting air handling units to ventilation ducts, utilities and electricity.
  - e. Start-up of air handling units,
  - f. Recycling of containers in which air handling units were delivered.
5. VTS does not bear any responsibility for lacks in air handling units, in case VTS' service starting assembly detects that packages in which air handling units were delivered are opened, fractured or missing.
6. Finish of on-site assembly of air handling units is confirmed in writing by VTS' service and Client or person authorized by the Client. Template of confirmation of assembly is available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.
7. VTS Service is entitled to make unilateral acceptance of ordered AHU assembly, it means signing of the Assembly Acceptance Protocol on behalf of the Client, providing the following circumstances occur:
  - a. Client has not appeared on two consecutive dates of receipt AHU assembly, despite the prior written notification of the receipt date to the Customer and take of attempts to receipt of AHU assembly acceptance, or
  - b. Client refused to sign the assembly acceptance protocol without giving reasons for refusal.
8. The VTS obligation to provide AHUs assembly expires if the customer is not ready to be installed no later than twelve (12) months from the date of issue of VTS Devices from warehouse. After that date AHUs Assembly can be executed by the VTS Service for an additional fee.

## **§7 Guarantee**

1. VTS provides guarantee for delivered air handling units within scope specified in VTS Standard Guarantee Conditions version dated 1<sup>st</sup> of June, 2010, available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.
2. VTS' responsibility exceeding scope of guarantee is hereby excluded unless corresponding legal regulations constitute otherwise.
3. VTS in any case whatsoever shall not be responsible for:
  - a. Any damages due to non operation of air handling units,
  - b. Any damages in property other than the air handling units.



## **§8**

### **Contractual penalties and interest**

1. In case of delay in delivery of air handling units due to VTS fault, Client is entitled to claim from VTS a contractual penalty in the amount of 0,1% of remuneration for the air handling that was not delivered on time, for each day of delay, but in any case not more than 10% of remuneration for such air handling units.
2. In case of delay in payment of remuneration, VTS is entitled to claim from the Client a contractual interest in the amount of 15% per annum.
3. In case the Client fails to collect air handling within 180 days from the delivery date specified in Offer, VTS shall keep advance payment as collateral for costs of realization of Purchase Order and shall keep completed air handling units.
4. Payment of contractual penalty and contractual interest shall cover all claims of Parties resulting from sale and delivery of air handling units.
5. Delay in delivery of air handling units due to force majeure shall not be considered as grounds for contractual penalties.

## **§9**

### **Miscellaneous**

1. Offer and Purchase Order detail are considered trade secret and are legally privileged.
2. In case of discrepancies between Offer/Purchase Order and these General Sale Conditions, Offer/Purchase Order shall take precedence.
3. In matters not regulated herein, legal regulations valid for VTS shall apply.
4. Amendment of these General Sale Conditions shall be made in writing as new version, otherwise null and void.
5. These General Sale Conditions have been adopted and enter into force on 1<sup>st</sup> of June, 2010.

I hereby acknowledge and accepts:

Place and Date

Signature and stamp of Client  
or authorized signatory of Client