

General Terms and Conditions of Business

5.1 Validity

- (1) All deliveries, services and offers of Pfennig Reinigungstechnik GmbH (hereinafter referred to as "Seller") shall be effected exclusively on the basis of these General Terms and Conditions. These are an integral part of all contracts which the contracting parties (hereinafter referred to as the "Purchaser") for the deliveries or services offered by the Seller, services offered by him. They shall also apply to all future deliveries, services or offers to the Purchaser, even if they are not separately agreed again, even if they are not separately agreed.
- (2) The terms and conditions of business of the customer or third parties shall not apply, even if the seller does not individual case does not separately object to their validity. Even if the seller refers to a letter which contains the customer or a third party or refers to such terms and conditions, this shall not be deemed to constitute an with the validity of those terms and conditions. Rather, their validity requires the express consent of the seller. Seller's express consent.

5.2 Offer and conclusion of contract

- (1) All offers made by the Seller are subject to change without notice and are non-binding, unless they are expressly marked as binding or contain a specific acceptance period.
- (2) The legal relationship between the seller and the purchaser shall be governed solely by the purchase contract concluded in writing, including these General Terms and Conditions. The latter shall fully reflect all agreements between the contracting parties on the subject matter of the contract in full. Verbal promises made by the seller prior to the conclusion of this contract are not legally binding and oral agreements between the contracting parties shall be replaced by the written contract, unless it is expressly stated in expressly stated that they shall continue to be binding. Orders placed by the customer by telephone, which have been confirmed by the seller and to which the customer has confirmed by the Seller and to which the Buyer has not immediately objected.
- (3) Additions and amendments to the agreements made, including these General Terms and Conditions of Business, shall be Terms and Conditions must be made in writing or text form to be effective.
- (4) The Seller's information on the object of the delivery or service (e.g. weights, dimensions, utility values, tolerances and technical data) as well as our representations thereof (e.g. drawings and illustrations) are only approximate and illustrations) are only approximate, unless the usability for the contractually intended purpose requires an exact match exact conformity is required. They are not guaranteed characteristics of quality, but descriptions or descriptions or markings of the delivery or service. Deviations that are customary in the trade and deviations that are legal regulations or which represent technical improvements, as well as the replacement of components with parts are permissible insofar as they do not impair the usability for the contractually intended purpose.
- (5) We retain all ownership, copyrights, trademarks, patents and other proprietary rights to order documents (in particular drawings, illustrations, plans, calculations, specifications and calculations, product descriptions and other documents) calculations, product descriptions and other documents), we reserve all property rights, copyrights, exploitation rights and any other industrial property rights. These order documents are to be used exclusively for the contractual performance and may not be made accessible to third parties without our express prior written consent to third parties without our express prior written consent. They are subject to secrecy within the meaning of clause 16. The order documents must be returned to us returned to us without being asked as soon as they are no longer required for the execution of the order. The supplier is not entitled, without our prior written consent, to use services, in particular products (including their raw materials, components, composition) or processes or to have them performed by third parties (e.g. subcontractors) without our prior written consent. The same applies to the change of agreed specifications, methods of analysis or the change of sub-suppliers.
- (6) The Seller retains the title or copyright to all offers and cost estimates submitted by it as well as to drawings and cost estimates as well as drawings, illustrations, calculations, brochures, catalogues and other documents and aids made available to the Buyer, brochures, catalogues and other documents and aids made available to the orderer. The buyer may not use these items without the third parties, disclose them to third parties, use them himself or through third parties or reproduce them, use or reproduce them himself or through third parties. At the request of the seller, he shall return these items in full to the seller and to destroy any copies made if they are no longer required by him in the ordinary course of business or if they have been business or if negotiations do not lead to the conclusion of a contract. Exempted from this is the storage of electronically provided data for the purpose of usual data backup.

5.3 Prices / Terms of Payment

- (1) The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services shall be charged separately. Prices are quoted in EUR ex works, including packaging and transport insurance and plus the statutory value-added tax, in the case of export deliveries plus customs duties and other public charges.
- (2) Invoice amounts are to be paid within thirty days of the invoice date without any deductions, unless otherwise agreed in writing otherwise agreed in writing. Deduction of a discount requires special written agreement. Decisive for date of payment shall be the date of receipt by the Seller. If the purchaser fails to make payment when due, the outstanding interest shall be charged on the outstanding amounts from the due date at the statutory rate of interest on arrears; the assertion of higher interest and further damages in the event of default shall remain unaffected.
- (3) Offsetting with counterclaims of the customer or the withholding of payments due to such claims counterclaims are undisputed or have been finally determined by a court of law or arise from the same order under which the order under which the relevant delivery was made.
- (4) The Seller shall be entitled to perform or render outstanding deliveries or services only against advance payment or security if, after the conclusion of the contract, circumstances become known to him which affect the creditworthiness of the buyer, which are likely to substantially reduce the creditworthiness of the customer and which could jeopardise payment of the seller's outstanding claims by the buyer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is jeopardized.

5.4 Delivery and delivery time

- (1) Deliveries shall be made ex works unless otherwise stated in the order confirmation.
- (2) Deadlines and dates for deliveries and services promised by the seller are always only approximate, unless a fixed deadline or date has been unless a fixed period or a fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarder, carrier or other third party carrier or other third party entrusted with the transport.
- (3) The Seller may - without prejudice to its rights arising from default on the part of the Purchaser - demand from the Purchaser an extension of delivery and performance periods or a postponement of delivery and performance dates by the period in which the Purchaser fails to fulfil its contractual obligations towards the Seller, the Purchaser fails to fulfil its contractual obligations towards the Seller.
- (4) The Seller shall not be liable for impossibility of delivery or for delays in delivery, insofar as these are caused by force majeure force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lock-outs, shortage of labour, energy or raw materials, difficulties in procuring the necessary official approvals, official measures or the absence, incorrect or late delivery by suppliers, pandemics) for which the Seller is not responsible. Insofar as such events the Seller's delivery or performance and the impediment is not only of temporary duration, the duration, the Seller shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or postponed by the period of the hindrance plus a reasonable period of time, period of the hindrance plus a reasonable start-up period. If, as a result of the delay, the customer is unable to the delivery or service as a result of the delay, he may withdraw from the contract by giving the seller immediate written notice. the seller by means of an immediate written declaration.
- (5) The Seller shall only be entitled to make partial deliveries if the partial delivery is usable for the Purchaser within the scope of the contractual purpose of the contract, the delivery of the remaining ordered goods is ensured and the buyer does not incur any significant additional expenses or additional costs (unless the seller agrees to bear these costs).
- (6) If the seller defaults on a delivery or service or if a delivery or service becomes impossible for the seller, irrespective of the reason, the seller shall be entitled to claim damages, impossible for whatever reason, the Seller's liability for damages shall be limited in accordance with § 7 of these General Terms and Conditions.

5.5 Erfüllungsort, Versand, Verpackung, Gefährübergang, Abnahme

- (1) The place of performance for all obligations arising from the contractual relationship is the Seller's place of business, unless otherwise stated in the order confirmation, confirmation of order states otherwise.
- (2) The method of dispatch and the packaging shall be at the discretion of the Seller. Transport and all other packaging in accordance with the Packaging Act will not be taken back; exceptions are pallets. The Purchaser shall be obliged to ensure proper disposal of the packaging at its own expense.
- (3) The risk shall pass at the latest when the delivery item is handed over (whereby the start of the loading process is decisive) to the forwarding agent, the beginning of the loading process is decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made. If the dispatch or handover is delayed as a result of a circumstance, the cause of which lies with the purchaser, the risk shall pass to the purchaser on the day on which the delivery item is ready for dispatch and the ready for dispatch and the Seller has notified the Purchaser thereof.

- (4) Storage costs after the transfer of risk shall be borne by the orderer. In the event of storage by the seller, the storage costs shall amount to 0.25% of the invoice amount of the goods to be stored, of the invoice amount of the delivery items to be stored per expired week, up to a maximum of 5 % in total or 10 % in the event of final non-acceptance, case of final non-acceptance. The proof of a higher damage and the legal claims (esp. compensation for additional expenses, reasonable compensation, termination) of the seller shall remain unaffected; the lump sum shall, however, be set off against further monetary claims. The buyer shall be entitled to prove that no damage at all or only significantly less damage than the aforementioned lump sum.

5.6 Warranty, material defects

- (1) The warranty period is one year from delivery. This period shall not apply to claims for damages by the customer arising from injury to life, limb or health or for intentional or grossly negligent breaches of duty by the seller or his or grossly negligent breaches of duty by the seller or his vicarious agents, which shall in each case become time-barred in accordance with the statutory provisions.
- (2) The delivered items shall be inspected carefully immediately after delivery to the customer or to a third party designated by the customer, carefully after delivery to the customer or to a third party designated by him. They shall be deemed to have been approved by the orderer with regard to obvious defects or other defects that would have been recognisable in the event of an immediate, inspection, they shall be deemed to have been approved by the customer if the seller has not received a written notice of defects immediately after delivery. With regard to other defects, the delivery items are deemed to have been approved by the buyer if the notice of defect is not received by the seller immediately after the time at which the defect became apparent; if the defect was already apparent at an earlier time in the course of normal use, this earlier point in time shall, however, be decisive for the commencement of the period for giving notice of defects. At the request of the Seller's request, a delivery item which is the subject of a complaint shall be returned to the Seller carriage paid. In the event of a justified the Seller shall reimburse the costs of the most favourable shipping route; this shall not apply insofar as the costs are. This shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.
- (3) In the event of material defects in the delivered items, the seller shall first be obliged and entitled to choose between the seller is first obliged and entitled to rectify the defect or to deliver a replacement within a reasonable period of time. In the event of failure, i.e. the impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the customer may withdraw from the contract or reduce the purchase price appropriately.
- (4) If a defect is due to the fault of the seller, the buyer may, subject to the conditions set out in § 7, claim damages.

5.7 Liability for damages due to fault

- (1) The Seller's liability for damages, irrespective of the legal grounds, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tortious acts is limited to intent and gross negligence.
- (2) In the event of simple negligence, the Seller shall be liable, subject to statutory limitations of liability (e.g. due care and diligence in own affairs, insignificant breach of duty), only
 - a) for damages arising from injury to life, body or health,
 - b) for damages arising from the breach of material contractual obligations (obligations the fulfillment of which is essential for the proper performance of the contract and on the observance of which the contractual partner regularly and may rely) - in particular the obligation to deliver the delivery item, its freedom from defects of title as well as such material defects that impair its operability or fitness for more than insignificantly impair its functionality or fitness for use; in this case, however, the liability of the seller is limited to compensation for the foreseeable, typically occurring damage.
- (3) The above exclusions and limitations of liability shall apply to the same extent in the event of breaches of duty by persons (also in their favour) whose fault the seller is responsible for in accordance with the statutory provisions (organs, legal representatives, employees and other vicarious agents). They do not apply insofar as a defect has been fraudulently or a guarantee for the quality of the goods has been assumed and for claims of the buyer according to the Product Liability Act.

5.8 Retention of title

- (1) The retention of title agreed below serves to secure all current and future claims of the seller against the buyer arising from the delivery relationship between the contracting parties, claims of the Seller against the Purchaser arising from the supply relationship between the contracting parties in respect of cleaning products (including balance claims relationship between the contracting parties for cleaning products (including balance claims from a current account relationship limited to this current account relationship).
- (2) The goods delivered by the Seller to the Purchaser shall remain the property of the Seller until all secured claims have been paid in full, of the seller until full payment of all secured claims. The goods as well as the goods taking their place in accordance with the following provisions and covered by the retention of title shall hereinafter be referred to as "goods subject to retention of title".
- (3) The orderer shall store the goods subject to retention of title free of charge for the seller.
- (4) The purchaser is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the end and to sell them in the ordinary course of business. Pledges and transfers of ownership by way of security are inadmissible.
- (5) If the reserved goods are processed by the Purchaser, it is agreed that the processing shall be carried out in the name and for the account of the and for the account of the seller as manufacturer and that the seller directly acquires ownership or - if the processing is carried out from materials of several owners or if the value of the processed item is higher than the value of the goods subject to retention of title, the co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item, value of the newly created item. In the event that no such acquisition of ownership should occur for the seller, the buyer hereby transfers his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item as security to the seller, newly created item to the seller as security. If the reserved goods are combined with other items to form a inseparably mixed and if one of the other items is to be regarded as the main item, the seller shall transfer title to the new item to the main item, the seller shall transfer to the buyer pro rata co-ownership of the uniform item to the extent object in the ratio specified in sentence 1.
- (6) In the event of resale of the goods subject to retention of title, the Purchaser hereby assigns by way of security the resulting the purchaser - in the event of co-ownership by the seller of the reserved goods, in proportion to the proportionate to the co-ownership share - to the seller. The same shall apply to other claims which take the place of the goods subject to retention of title or which goods or which otherwise arise with regard to the goods subject to retention of title, e.g. insurance claims or claims arising from tort in the event of loss or destruction. The seller revocably authorises the orderer to collect the claims assigned to the seller in his own name. The seller may revoke this authorisation to collect revoked in the event of realisation.
- (7) If third parties gain access to the goods subject to retention of title, in particular by way of seizure, the orderer shall immediately inform them of the seller's ownership and inform the seller of this in order to enable him to enforce his rights of ownership. If the third party is not in a position to pay the seller the judicial or extra-judicial costs incurred in this connection, the buyer shall be liable to the seller for these. The duty to inform shall also apply to the buyer in the event of an application for the opening of insolvency proceedings.
- (8) If the realisable value of the securities exceeds the Seller's claims by more than 10 %, the Seller will release securities of his choice at the request of the buyer.
- (9) If the seller withdraws from the contract in the event of a breach of contract on the part of the purchaser - in particular default of payment (case of realisation), he shall be entitled to demand the return of the goods subject to retention of title.

5.9 Final Provisions

- (1) If the customer is a merchant, a legal entity under public law or a special fund under public law, or if he has no legal capacity in the or if he does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all possible disputes arising from the business relationship between the Seller and the Purchaser shall be the Seller's place of business. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- (2) The relations between the Seller and the Purchaser shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- (3) Insofar as the contract or these General Terms and Conditions of Delivery contain loopholes, those legally effective provisions shall apply to fill these loopholes, legally effective provisions which the parties to the contract agree in accordance with the economic objectives of the contract and the purpose of the contract, the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the loophole, had they been aware of the loophole.