

General terms and conditions

Pfennig Reinigungstechnik GmbH, Heubachstraße 1, DE-87471 Durach

§ 1 Validity

- All deliveries, services and offers of Pfennig Reinigungstechnik GmbH (hereinafter referred to as "Seller") are exclusively based on these General Terms and Conditions. They shall be an integral part of all contracts concluded by the Seller with their contractual partners (hereinafter referred to as "Purchaser") for the deliveries or services offered by the Seller. They shall also apply to all future deliveries, services or offers to the Purchaser, even if they are not separately agreed upon again.
- Terms and conditions of the Purchaser or third parties shall not apply, even if the Seller does not separately object to their application in individual cases. Even if the Seller refers to a letter that contains or refers to the terms and conditions of the Purchaser or a third party, this shall not constitute an agreement to the validity of those terms and conditions. Rather, their validity shall require the express consent of the Seller.

§ 2 Offer and conclusion of contract

- All offers of the Seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period.
- The legal relationship between the Seller and the Purchaser shall be governed solely by the written purchase agreement, including these General Terms and Conditions. This fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal promises made by the Seller prior to the conclusion of this contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced by the written contract unless it is expressly stated in each case that they shall continue to be binding. Orders placed by the Purchaser by telephone, which have been confirmed by the Seller and to which the Purchaser has not immediately objected, shall be deemed equivalent to the purchase contract concluded in writing.
- Additions and amendments to the agreements made, including these General Terms and Conditions, must be made in writing or text form to be effective.
- The information provided by the Seller on the object of the delivery or service (e.g., weights, dimensions, utility values, load capacity, tolerances and technical data), as well as our representations of the same (e.g., drawings and illustrations) are only approximately authoritative, unless the usability for the contractually intended purpose requires an exact match. They are not guaranteed quality features, but are descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.
- We reserve all property rights, copyrights, rights of use, exploitation and any other industrial property rights to order documents (in particular drawings, illustrations, plans, calculations, performance specifications and calculations, product descriptions, and other documents). 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. They are subject to secrecy within the meaning of item 16. The order documents shall be returned to us without being requested as soon as they are no longer required for the execution of the order. Without our prior written consent, the supplier shall not be entitled to change or modify services, in particular products (including their raw materials, components, composition) or processes, or to have them performed by third parties (e.g., subcontractors). The same applies to the change of agreed specifications, analysis methods, or the change of sub-suppliers.
- The Seller retains ownership and copyright of all offers and cost estimates submitted by them as well as drawings, illustrations, calculations, brochures, catalogs, and other documents and aids made available to the Purchaser. The Purchaser may not make these items available to third parties, either as such or in terms of content, disclose them, use them themselves or through third parties, or reproduce them without the express consent of the Seller. At the request of the Seller, they shall return these items to the Seller in full and destroy any copies made if they are no longer required by them in the ordinary course of business, or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of usual data backup.

§ 3 Prices / Terms of payment

- The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services will be charged separately. The 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, as well as fees and other public charges.
- Invoice amounts are to be paid within thirty days of the invoice date without deductions, unless otherwise agreed upon in writing. Any deductions require special written agreement. The date of receipt by the Seller shall be decisive for the date of payment. If the Purchaser fails to make payment when due, the outstanding amounts shall bear interest from the due date at the statutory default interest rate; the right to claim higher interest and further damages in the event of default shall remain unaffected.
- Offsetting against counterclaims of the Purchaser, or the retention of payments due to such claims, shall only be permissible to the extent that the counterclaims are undisputed, or have been finally determined by a court of law, or arise from the same order under which the relevant delivery was made.
- The Seller shall be entitled to make any outstanding deliveries or services only against advance payment or security if, after the conclusion of the contract, circumstances become known to them which are likely to substantially reduce the creditworthiness of the Purchaser, and as a result of which the payment of the outstanding claims of the Seller by the Purchaser from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is jeopardized.

§ 4 Delivery and delivery time

- Deliveries are made ex works, unless otherwise stated in the order confirmation.
- Deadlines and dates for deliveries and services promised by the Seller shall always be approximate only, unless a fixed deadline or date has been expressly promised or agreed to. If shipment has been agreed to, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
- The Seller may - without prejudice to their 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 during which the Purchaser fails to meet their contractual obligations towards the Seller.
- The Seller shall not be liable for inability of delivery or for delays in delivery, insofar as these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g., operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures, or the failure of suppliers to deliver or to deliver properly or on time, pandemics) for which the Seller is not responsible. If such events make it substantially more difficult or impossible for the Seller to provide the delivery or service and the hindrance is not only of temporary 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 the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the Purchaser cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by means of an immediate written declaration to the Seller.
- 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, the delivery of the remaining ordered goods is ensured, and the Purchaser does not incur any significant additional expenses or costs as a result (unless the Seller agrees to bear such costs).
- If the Seller defaults on a delivery or service, or if a delivery or service becomes impossible for them, for whatever reason, the Seller's liability for damages shall be limited in accordance with § 7 of these General Terms and Conditions.

§ 5 Place of performance, shipment, packaging, transfer of risk, acceptance

- The place of performance for all obligations arising from the contractual relationship shall be the Seller's place of business, unless otherwise stated in the order confirmation.
- The mode of shipment and the packaging are subject to the dutiful discretion of the Seller. Transport and all other packaging in accordance with the Packaging Act will not be taken back, except for pallets. The Purchaser shall be obliged to ensure proper disposal of the packaging at their own expense.
- The risk shall pass to the Purchaser at the latest upon handover of the delivery item (whereby the start of the loading process shall be 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 shipment or the handover is delayed due to a circumstance the cause of which lies with the Purchaser, the risk shall pass to the Purchaser from the day on which the delivery item is ready for shipment and the Seller has notified the Purchaser thereof.
- Storage costs after transfer of risk shall be borne by the Purchaser. In the event of storage by the Seller, the storage costs shall amount to 0.25% 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. The proof of a higher damage and the legal claims (in particular compensation of additional expenses, reasonable compensation, termination) of the Seller

remain unaffected; however, the lump sum is to be credited against further monetary claims. The Purchaser shall be entitled to prove that no damage at all or only significantly less damage than the aforementioned lump sum has been incurred.

§ 6 Warranty, material defects

- The warranty period shall be one year from delivery. This period shall not apply to claims for damages of the Purchaser arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the Seller or their vicarious agents, which shall in each case be time-barred in accordance with the statutory provisions.
- The delivered items shall be inspected carefully immediately after delivery to the Purchaser or to the third party designated by the Purchaser. With regard to obvious defects or other defects which would have been recognizable in the course of an immediate, careful inspection, they shall be deemed to have been approved by the Purchaser if the Seller does not receive a written notice of defect immediately after delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the Purchaser if the notice of defect is not received by the Seller immediately after the point in time at which the defect became apparent; however, if the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall be decisive for the commencement of the period for giving notice of defect. At 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 notice of defect, the Seller shall reimburse the costs of the most favorable shipping route; this shall not apply insofar as the costs increase because the delivery item is located at a place other than the place of intended use.
- In the event of material defects of the delivered items, the Seller shall first be obligated and entitled to rectify the defect or to make a replacement delivery at their discretion to be made within a reasonable period of time. In the event of failure, i.e., impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the Purchaser may withdraw from the contract or reasonably reduce the purchase price.
- If a defect is due to the fault of the Seller, the Purchaser may claim damages under the conditions set out in § 7.

§ 7 Liability for damages due to fault

- 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 tort, shall be limited to intent and gross negligence.
- In the event of simple negligence, the Seller shall be liable, subject to statutory limitations of liability (e.g., diligence in own affairs, insignificant breach of duty), only
 - for damages resulting from injury to life, body or health,
 - for damages resulting from the breach of essential contractual obligations (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies 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 functionality or usability more than insignificantly; in this case, however, the Seller's liability shall be limited to the compensation of the foreseeable, typically occurring damage.
- 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 favor) whose fault the Seller is responsible for according to the statutory provisions (organs, legal representatives, employees and other vicarious agents). They shall not apply if a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the Purchaser under the Product Liability Act.

§ 8 Retention of title

- The following agreed retention of title serves to secure all respective existing current and future claims of the Seller against the Purchaser arising from the existing supply relationship between the contracting parties regarding cleaning products (including balance claims from a current account relationship limited to their supply relationship).
- The goods delivered by the Seller to the Purchaser shall remain the property of the Seller until full payment of all secured claims. The goods, as well as the goods covered by the retention of title taking their place according to the following provisions, are hereinafter referred to as "goods subject to retention of title".
- The Purchaser shall store the reserved goods free of charge for the Seller.
- The Purchaser shall be entitled to process and sell the reserved goods in the ordinary course of business until the case of realization arises. Pledges and transfers of ownership by way of security are not permitted.
- 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 Seller as manufacturer and that the Seller shall acquire direct ownership, or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - 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. In the event that no such acquisition of ownership should occur on the part of the Seller, the Purchaser shall already now transfer their future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the Seller as security. If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, the Seller shall, insofar as the main item belongs to it, transfer to the Purchaser pro rata co-ownership of the uniform item in the ratio specified in p. 1.
- In the event of resale of the reserved goods, the Purchaser hereby assigns to the Seller by way of security the claim against the Purchaser arising therefrom - in the event of co-ownership of the Seller in the reserved goods, in proportion to the co-ownership share. The same shall apply to other claims which take the place of the reserved goods or otherwise arise in respect of the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. The Seller revocably authorizes the Purchaser to collect the claims assigned to the Seller in their own name. The Seller may revoke their collection authorization only in the event of realization.
- If third parties gain access to the goods subject to retention of title, in particular by way of seizure, the Purchaser shall immediately notify them of the Seller's ownership and inform the Seller thereof in order to enable the Seller to enforce their ownership rights. If the third party is not in a position to reimburse the Seller for the judicial or extrajudicial costs incurred in their connection, the Purchaser shall be liable to the Seller for such costs. The duty to inform shall also apply to the Purchaser in the event of an application for the opening of insolvency proceedings.
- If the realizable value of the securities exceeds the Seller's claims by more than 10 %, the Seller shall release securities at the Purchaser's request at the Seller's discretion.
- If the Seller withdraws from the contract in the event of a breach of contract by the Purchaser - in particular default of payment - the Seller shall be entitled to demand the return of the reserved goods.

§ 9 Final provisions

- If the Purchaser is a merchant, a legal entity under public law, or a special fund under public law, or if they have no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any 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.
- 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 11.4.1980 (CISG) shall not apply.
- Insofar as the contract or these General Terms and Conditions of Delivery contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed to in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had been aware of the loophole.

General terms and conditions**Pfennig Reinigungstechnik AG, Vorstadt 4, CH-3380 Wangen an der Aare****§ 1 General – Scope**

- (1) These Terms and Conditions of Sale shall apply exclusively; conflicting or deviating terms and conditions of the ordering party shall not be recognized unless Pfennig Reinigungstechnik AG (hereinafter referred to as "Seller") has expressly agreed to their validity in writing. These Terms and Conditions of Sale shall also apply if the Seller executes the delivery to the Purchaser without reservation in the knowledge of conflicting or deviating terms and conditions of the Purchaser.
- (2) All agreements made between the Seller and the Purchaser for the purpose of the execution of this Contract are set out in writing in this Contract.
- (3) The terms and conditions of sale apply only to merchants and are not applicable to legal transactions with consumers.
- (4) The Terms and Conditions of Sale shall also apply to all future transactions with the Purchaser.

§ 2 Offer - offer documents

- (1) The Seller's offer is subject to change (non-binding), unless otherwise stated in the order confirmation.
- (2) The contract between the Seller and the Purchaser shall only be concluded by an order of the Purchaser and the subsequent acceptance by the Seller. The order of the Purchaser is made by telephone, in writing, via fax or e-mail. The Seller accepts the order by delivering the ordered goods (incl. delivery bill) or, at the request of the Purchaser, by sending an order confirmation (by fax, e-mail or letter post).
- (3) Information provided by the Seller on the subject of the delivery or service (e.g., weights, dimensions, utility values, load capacity, tolerances and technical data), as well as the representations of the same (drawings, illustrations) shall not be binding unless the usability for the contractually intended purpose requires exact conformity. Customary deviations due to legal regulations or technical improvements, as well as the replacement of components by equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.
- (4) The Seller reserves all property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties. This applies in particular to such written documents that are designated as "confidential". Any disclosure to third parties shall require the express written consent of the Seller.

§ 3 Prices - Terms of payment

- (1) Unless otherwise stated in the order confirmation, prices are ex works, including packaging according to the current price lists in CHF.
- (2) The statutory value added tax is not included in the prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.
- (3) The deduction of a cash discount requires a special written agreement.
- (4) Unless otherwise stated in the order confirmation, the net purchase price (without deduction) is due for payment within 30 days from the invoice date. If the Purchaser is in default of payment, he shall pay default interest in the amount of 4% above the respective discount rate of the Swiss National Bank p.a., but at least the statutory default interest of 5%. If the Seller suffers a higher damage caused by default, this must be compensated by the Purchaser.
- (5) As of the 2nd reminder, reminder fees of CHF 30.00 each will be charged.
- (6) The offsetting of claims of the Purchaser is excluded. Offsetting by the Purchaser is only permissible if their counterclaims have been legally established or expressly acknowledged in writing.

§ 4 Delivery costs - order processing

- (1) For orders over CHF 1,000.00, the Seller delivers free of charge at their discretion. For orders below CHF 1'000.00, the delivery costs according to the offer will be charged additionally.
- (2) All deliveries of goods up to 30 kg are generally made by parcel service (this excludes dangerous goods). Deliveries over 30 kg are made by lorry, on request a delivery under 30 kg can be made by lorry, this expense is to be borne by the Purchaser. Price information can be obtained from Purchaser service.

§ 5 Delivery time

- (1) The start of the stated delivery time is subject to the clarification of all technical questions as well as the timely and proper fulfillment of the Purchaser's obligation. The objection of non-performance of the contract remains reserved. The delivery dates promised by the Seller are only indicative unless a fixed delivery date has been expressly agreed in writing.
- (2) If the Purchaser is in default of acceptance or violates other obligations to cooperate, the Seller shall be entitled to demand compensation for any damage incurred, including any additional expenses. Further claims remain reserved.
- (3) The Purchaser shall also bear the storage costs incurred by the delay in acceptance. This shall amount to 1% of the invoice amount of the delivery items to be stored per week, whereby the compensation shall also be borne for commenced weeks. In the event of final non-acceptance, storage costs of 10% shall be compensated by the Purchaser. The Seller expressly reserves the right to prove effective higher storage costs as well as any further claims for damages in case of default of acceptance.
- (4) If the conditions of paragraph c) exist, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the Purchaser at the point in time at which the Purchaser is in default of acceptance or debtor's delay.
- (5) Liability for delay in delivery is excluded. The Seller shall only be liable for intentional or grossly negligent breaches of contract for which they are responsible. The burden of proof lies with the Purchaser.

§ 6 Transfer of risk - packaging costs

- (1) Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.
- (2) Transport packaging and all other packaging, in accordance with the German Packaging Ordinance, will not be taken back, with the exception of pallets. The Purchaser is obliged to dispose of the packaging at their own expense.
- (3) If the Purchaser so desires, the delivery shall be covered by transport insurance; the costs incurred in this respect shall be borne by the Purchaser.

§ 7 Warranty for defects

- (1) The warranty rights of the Purchaser presuppose that they comply with their obligations to inspect the goods and to give notice of defects. They have the obligation to check immediately after receipt of the goods whether they correspond to their order and whether the goods have defects. Deviations and defects must be reported immediately, but no later than 48 hours after receipt of the goods.
- (2) Insofar as there is a defect in the purchased item for which the Seller is responsible, the Seller shall be entitled at their own discretion to remedy the defect or to make a replacement delivery. In the event of rectification of the defect, it shall be obliged to bear all expenses required for the purpose of rectifying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the purchased item was taken to a place other than the place of performance. The Purchaser shall be obliged to comply with any obligations to mitigate damages.
- (3) If the rectification of defects/replacement delivery fails, the Purchaser shall be entitled, at their option, to demand rescission (cancellation of the contract) or a corresponding reduction of the purchase price (abatement). Further liability claims shall be excluded to the extent permitted by law.
- (4) The personal liability for damages of the employees, workers, staff, representatives, and vicarious agents is also excluded.
- (5) The mandatory provisions of the Product Liability Act shall remain unaffected.
- (6) All claims of the Purchaser become time-barred within one year from receipt of the delivery. Excluded from the warranty are: Power cords and plugs; all parts and materials subject to normal wear and tear during use (namely brushes, pads, tires, wheels, etc.); defects resulting from negligent or improper handling; machines that have been opened without the Seller's consent; claims due to interruption of operation and due to the use of improper cleaning or chemicals (namely for equipment and textiles).

§ 8 Retention of title

- (1) The goods shall remain the property of the Seller until the invoice has been paid in full. It may at any time have the retention of title entered in the relevant retention of title register.
- (2) If the creditworthiness of the Purchaser appears doubtful, the Seller can demand further price payment security (e.g., payment up front).

§ 9 Place of jurisdiction - place of performance - applicable law

- (1) The place of jurisdiction for disputes between the Seller and the Purchaser shall be the registered office of the Seller. The Seller shall also be entitled to sue the Purchaser at the Purchaser's registered office or place of residence.
- (2) Unless otherwise stated in the order confirmation, the Seller's place of business shall be the place of performance.
- (3) Any agreements as well as these GTC are subject to Swiss law.