

**General Terms and Conditions of Sale and Delivery (GTCS D)
of PHT - Partner für Hygiene und Technologie GmbH
as of: October 2019**

Sec. 1 General Provisions, Scope of Application

(1) The present General Terms and Conditions of Sale and Delivery (GTCS D) are applicable for all our business relations with our customers ("Purchaser") concerning the sale and/or the delivery of movable objects ("Goods") and the provision of services or works services insofar as the Purchaser is an entrepreneur (Sec. 14 BGB), a legal entity under public law or a special fund under public law.

(2) Unless agreed otherwise, the GTCS D apply in the version valid at the point of time of the order by the Purchaser and/or in the version most recently communicated to him in text form as framework agreement also for similar future contracts without us having to make reference to them again in each individual case.

(3) Our GTCS D apply exclusively. Conflicting, contradictory or supplementing General Terms and Conditions (GTC) of the Purchaser only become a part of the contract if and when we expressly agreed to their applicability. This consent requirement applies in any case, e.g. even if we carry out delivery to the Purchaser without reservations while having knowledge of his GTC.

(4) Individual agreements with the Purchaser concluded in the individual case (including collateral agreements, amendments and alterations) in any case take priority over these GTCS D. Subject to proof to the contrary, a written contract and/or our written confirmation is decisive for the contents of such agreements.

Sec. 2 Conclusion of Contract

(1) Our offers are non-binding and subject to alteration.

(2) The Purchaser ordering the Goods constitutes a binding contract offer. Insofar as nothing to the contrary can be seen from the order, we are entitled to accept this contract offer within two calendar weeks from receipt.

(3) The acceptance can be declared either in writing (e.g. by way of order confirmation) or by delivery of the Goods to the Purchaser.

Sec. 3 Delivery Term and Delay in Delivery

(1) The delivery term is agreed upon individually and/or is given by us upon acceptance of the order. If this is not the case, the delivery period is approx. 4 weeks from the conclusion of the contract. The beginning of the delivery periods requires the clarification of all technical and commercial questions.

(2) Insofar as we cannot adhere to binding delivery terms for reasons beyond our control (non-availability of the service), we will immediately inform the Purchaser about this and at the same time notify the expected new delivery term. If the service is also unavailable within the new delivery term, we are entitled to rescind the contract in whole or in part; any consideration already made by the Purchaser will be refunded without delay. As case of non-availability of the service in this sense is deemed in particular the late delivery to us by our supplier if we have concluded a congruent covering transaction, neither we nor our supplier are/is at fault or we are not obliged to make the procurement in the individual case.

Sec. 4 Delivery, Passing of Risk, Acceptance, Delay in Acceptance

(1) The delivery is made ex works (Incoterms "EX WORKS"), which is also the place of performance for the delivery and for a possible supplementary performance. Upon request and at the cost of the Purchaser, the Goods will be sent to another destination (sale by dispatch). Unless agreed otherwise, we are entitled to determine the type of dispatch (in particular carrier, dispatch route, packaging).

(2) The risk of accidental perishing and of accidental deterioration of the Goods, however, passes to the Purchaser at the latest upon handing over. In case of a sale by dispatch, however, the risk of accidental perishing and of accidental deterioration of the Goods as well as the risk of delay pass already upon delivery to the carrier, the freight forwarder or other person or organization commissioned to carry out the dispatch. Insofar as an acceptance has been agreed, this is decisive for the passing of the risk. Furthermore, the statutory provisions on contracts for work and services also apply accordingly for an agreed acceptance. Equal to the handing over and/or acceptance is a delay of acceptance by the Purchaser.

Sec. 5 Prices and Payment Terms

(1) Unless agreed otherwise in the individual case, our respective Euro prices current at the time of conclusion of the contract are applicable ex works plus statutory turnover tax.

(2) In case of a sale by dispatch (Sec. 4 para. 1), the Purchaser bears the transport costs ex works, including loading and packaging, as well as the costs of any transport insurance requested by the Purchaser. Possible customs duties, charges, taxes and other public levies are borne by the Purchaser.

(3) Unless agreed otherwise, the purchase price is due immediately upon delivery and/or acceptance of the Goods and to be paid against invoice. However, we are at any time – even within the framework of an ongoing business relationship - entitled to carry out a delivery in whole or in part only against prepayment.

Sec. 6 Retention of Title

(1) Until full payment of all our present and future receivables under the purchase agreement and an ongoing business relationship (secured receivables), we retain title to the Goods sold.

(2) Prior to full payment of the secured receivables, the Goods that are subject to the retention of title may neither be pledged to third parties nor assigned by way of security. The Purchaser has to inform us in writing without delay if an application for the initiation of insolvency proceedings has been filed or if insofar third party access (e.g. seizures) will be made to the Goods belonging to us.

(3) In case of non-contractual conduct of the Purchaser, in particular in case of nonpayment of the purchase price due, we are entitled to rescind the contract according to the statutory provisions and/or demand return of the Goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of rescission, we are rather entitled to merely demand return of the Goods and reserve rescission. If the Purchaser does not pay the purchase price due, we may only assert these rights if we previously unsuccessfully set the Purchaser a reasonable period for payment or if such a period is dispensable according to the statutory provisions.

(4) Until rescission, the Purchaser is entitled according to lit. (c) below to re-sell and/or process the Goods that are subject to retention of title in its ordinary course of business. In this case, the following provisions apply additionally.

(a) The retention of title covers the products originating from processing, blending or combining our Goods at their full value with us being deemed as the manufacturer. If in case of processing, blending or combining of our Goods with third-party goods, the retention of title of the third party continues in effect, we acquire co-ownership in the proportion of the invoiced values of the processed, blended or combined Goods. Furthermore, the same applies for the product created as for the Goods delivered subject to retention of title.

(b) The Purchaser already now assigns to us by way of security the receivables against third parties from the re-sale of the Goods or product in whole and/or in the amount of our possible co-ownership share according to the above paragraph. We accept such assignment. The duties of the Purchaser stated in para. 2 apply also with regard to the assigned receivables.

(c) In addition to us, the Purchaser also remains entitled to collect the receivable. We commit ourselves to not collect the receivable as long as the Purchaser fulfils its payment obligations to us, there is no limited ability to perform and we do not assert the retention of title by exercising a right according to para. 3. Should this, however, be the case, we can demand that the Purchaser informs us of the receivables assigned and their debtors, gives us all information required for the collection, hands over the pertaining documents and notifies the assignment to the debtors (third parties). In this case we are furthermore entitled to revoke the authorization of the Purchaser to re-sell and process the Goods that are subject to the retention of title.

(d) If the realizable value of the securities exceeds our receivables by more than 10%, we will release securities of our choice upon request by the Purchaser.

Sec. 7 Statute of Limitations

Deviating from Sec. 438 para. 1 no. 3 BGB, the general limitation period for claims from defects of quality and title is one year from the passing of risk. Insofar as an acceptance has been agreed, the limitation period begins upon acceptance. However, if the Goods constitute a building or an object which was used for a building according to its customary application and caused the defectiveness of the building (construction material), the limitation period according to the statutory regulation is 5 years from delivery (Sec. 438 para. 1 no. 2 BGB). This does not affect additional statutory special regulations on limitation (in particular Secs. 438 para. 1 no. 1, para. 3, 444, 479 BGB).

Sec. 8 Choice of Law and Place of Jurisdiction

(1) If the customer is a merchant, the place of jurisdiction is our place of business; however, we are entitled to sue the customer at his place of residence.

(2) The law of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods is excluded.