

**TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT
of PHT – A Partner für Hygiene und Technologie GmbH
As of October 2019**

1. GENERAL INFORMATION

1.1. The terms and conditions of sale, delivery and payment below apply to all sales to customers of PHT – A Partner für Hygiene und Technologie GmbH with head office at Heinrich Schneidmühl-Strasse 15, 3100 St. Pölten, Austria (hereinafter referred to as 'PHT-A') and other legal transactions with customers of PHT-A, if the customers are entrepreneurs within the meaning of Section 1 of the Consumer Protection Act (Konsumentenschutzgesetz – KSchG). They shall also apply in particular to all future business even if in the individual case in question, in particular in the event of future additional orders or subsequent orders, they are not expressly referred to. Terms and conditions of purchase or other general terms and conditions of the customer shall hereby be expressly ruled out; they shall also not apply even if we do not expressly rule them out at the time of contract conclusion.

1.2. Our offers are non-obligatory and non-binding, unless explicitly stated as binding.

1.3. Failure to object to our order confirmation in writing within one week from receipt shall result in the provisions stated in the order confirmation to be deemed to be part of the agreement.

1.4. No additional verbal agreements have been entered into. Any amendments and addendums to these GTC shall be placed in writing to become effective. The same shall apply to a waiver of the written form requirement.

2. DELIVERIES

2.1. Deliveries are 'EX WORKS' in accordance with Incoterms. If we initiate the dispatch and transport of the goods, we shall do so at the cost and risk of the Customer.

2.2. In any case, the Customer shall ensure that it is possible to transport the goods to the destination, if a corresponding delivery condition has been agreed.

2.3. The goods shall be deemed to have been delivered if they are not called immediately or such call is impossible on the date of delivery once notification has been given that the goods are ready for dispatch. In such cases, we shall be entitled to store the goods at the customer's expense and risk or, having set a reasonable period of grace and provided prior warning, sell them by private contract. Such sale shall not be deemed to constitute termination of the contract; the proceeds from the sale shall be used solely to offset the purchase price due.

2.4. Any stated delivery dates shall be non-binding and shall be deemed to be subject to timely delivery to us. PHT-A shall therefore not accept any liability for late deliveries. The customer shall not be entitled to terminate the contract in the event of a late delivery, unless delivery dates have been explicitly stated as binding. In this case, the Customer shall at least grant us a period of grace of three months before being able to withdraw from the agreement.

2.5. Force majeure and other unforeseeable events or events outside of our control such as industrial conflicts, sovereign measures, traffic disruptions, disruptions in energy supply or similar, and any traffic accidents for which neither we nor our suppliers are liable (slight negligence shall not imply liability here) and other disruptions in operations shall release us from the delivery obligation for the duration of their effects even if they occurred for our suppliers or their pre-suppliers, however in each case only to the extent that we prove to the customer that such events were the cause of the impairment of performance. If delivery is impossible due to the aforementioned events, our delivery obligation shall lapse under the same conditions. If such circumstances lead merely to a shortage of goods, we shall also be entitled to distribute the quantities of goods available in each case to our customers at our own discretion. Within the meaning of this provision, force majeure shall not entitle the Customer to withdraw from the agreement nor asserting any other claims.

2.6. The risk is transferred in accordance with the agreed terms and conditions of delivery. In the event of the Customer being delayed in accepting the goods, the risk shall be transferred on the day after notification has been given that the goods are ready for dispatch within the meaning of Section 2.3.

2.7. The goods shall be packaged in the standard manner within the industry and secured against transport damage. Unless otherwise agreed, the price of the goods excludes packaging costs. Packaging materials shall be taken back only where stipulated by law or agreed in writing.

2.8. Transport damage shall be reported to us immediately upon receipt of goods and written notification of defect sent to us without delay which describes the type and extent of damage. The Customer shall be obliged to send notification of defect within the meaning of Sections 3.4 and 3.5.

3. WARRANTY

3.1. In accordance with the law, we guarantee that the goods are in a proper condition and have the usual characteristics, with the warranty period generally being one year. Liability shall only be accepted for special characteristics only if they have been explicitly agreed in writing. Advertising statements, brochures and other (public) statements shall only form part of the agreement if referenced in the offer.

3.2. With regard to display goods, second-hand goods and goods with a reduced quality level, which, for example, are referred to as "second-rate quality" or "remaining stock", the guarantee shall accordingly be limited to the usually expected characteristics which are to be expected in accordance with the specific designation of the goods. These goods are subject to

a limited warranty period of one year.

3.3. No warranty shall be given for immaterial deviations of the goods caused by production and materials.

3.4. The goods must be inspected by the customer immediately; any defects found at this time shall be reported in writing and immediately, but no later than within 14 days, including details. Failure to send the notification of defect properly and on time shall result in the goods being deemed to have been properly received and approved. Any claims of the Customer arising from warranty, errors regarding non-defectiveness or compensation shall be excluded once the goods have been approved (failure to send notification of defect). Hidden defects shall be reported immediately on discovery under the same terms and conditions otherwise the goods shall be deemed to have been approved even with regard to such defect.

3.5. Any inspection of the goods carried out merely using spot checks shall not be deemed to be a proper inspection.

4. LIABILITY

4.1. We shall only assume liability for damages caused by us acting in gross negligence or with malicious intent and also for slight negligence in the event of personal injury. We shall not assume any liability for indirect damages, pure loss of assets, loss of profits, subsequent damages, etc. In any case, liability shall be limited to our annual sales generated from the respective customer.

4.2. PHT-A shall not be liable for the accuracy of information regarding handling, use or operation, provided that such information is contained in brochures, technical documentation or other instructions if we are only a reseller; that shall fall within the area of responsibility of the respective manufacturer and/or importers whose name we shall disclose to the Customer in a damage event. We shall also not accept any other obligations in this respect to provide clarificatory information, in particular regarding storage, maintenance, installation or other handling. We shall not be obliged to inspect goods not manufactured by us in the event of purchase or resale.

5. PAYMENT

5.1. The customer shall expressly agree to accounting and submission of invoices by electronic means within the meaning of section 11, paragraph 2, sub-paragraph 2 of the Value-Added Tax Act (öUSTG).

5.2. Our invoices shall be due for payment immediately on receipt unless agreed otherwise in writing. In the event of a delay in payment, any discounts granted shall be deemed to have been withdrawn and the full amount become payable. In the event of instalments having been agreed, such arrangement shall become ineffective and the full outstanding amount become payable if the Customer defaults on two instalments.

5.3. Discounts shall only be granted if all of our receivables due have been paid by the Customer.

5.4. Incoming payments shall be offset against the respective oldest liability in the following order: costs, interest and capital, even if the Customer has earmarked them for different uses.

5.5. The Customer shall not offset or net its own counterclaims against receivables of PHT-A which have not been explicitly acknowledged or found to be legally binding by a court.

5.6. In the event of any delay in payment, we shall be entitled to charge all charges and costs resulting therefrom, as well as costs of the necessary intervention of lawyers, in accordance with the Lawyers' Fees Act (RATG) valid in each case, as well as default interest in the amount of 9.2% above the base rate p.a.

5.7. In the event of any delay in payment by the customer, we shall be entitled to demand the immediate payment of all outstanding debt claims and, in particular, revoke any payment terms granted; we shall also have that right if, following contract conclusion, we become aware of circumstances which call into question the customer's solvency or economic situation.

5.8. In the event of any delay in payment or acceptance by the customer despite the implementation of an 8-day period of grace, we shall be entitled, without prejudice to our other rights (in particular that in accordance with 2.3.), to take back the goods which we own without that equating to termination of the contract, or to terminate the contract in full or in part with full protection of our rights, in particular with regard to damages on account of non-performance.

5.9. In the event of any delay in payment by the customer as part of other contractual relationships with us, we shall also be entitled to cease the fulfilment of our obligations under this contract until fulfilment by the customer.

6. RETENTION OF TITLE

6.1. We shall remain the owner of any delivered goods until the full payment of all of the customer's debts under the agreement.

6.2. The customer shall be entitled to sell any goods which are subject to our retention of title as part of daily business operations; the customer shall be prohibited from the assignment by way of security or pledging of such goods as well as any other disposal which does not correspond to daily business operations. In the event of goods being sold on, the parties shall agree for the Customer's receivables from its own customers to be assigned to us. The Customer shall notify its own customers of our extended retention of title and enter the assignment of receivables in its accounts accordingly. The Customer shall be authorised to collect the receivables assigned to us from its own customers until further notice.

6.3 If a third party implements execution or seizure of goods over which we still retain title, the customer must immediately inform us thereof; all costs incurred as a result of the assertion of our claims must be paid to us by the customer.

6.4. Our ownership shall not cease even in the event of any adaptation or processing of the goods which are subject to our retention of title; in such case it shall be deemed to have been agreed that we shall be entitled to an aliquot co-ownership share of the product created as a result of the adaptation or processing.

7. PLACE OF PERFORMANCE

7.1. The place of performance for all reciprocal claims arising out of the business relationship shall, unless agreed otherwise in writing, be the location in which our registered office is situated.

8. PLACE OF JURISDICTION AND APPLICABLE LAW

8.1. The exclusive place of jurisdiction for all disputes arising out of this contractual relationship or future contracts shall be Sankt Pölten.

8.2. Only Austrian law shall apply, to the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods.