

## Sales and Delivery Terms and Conditions

### • Scope of application

All our supply and sales transactions are governed exclusively by the following Terms and Conditions of AQUA BRUSH Waschbürsten GmbH ('AQUA BRUSH'), unless agreed otherwise in writing. These Terms and Conditions also apply to all future transactions with the buyer. Any General Terms and Conditions of the buyer are contradicted and will not apply to the extent that they contradict the following provisions. Collateral agreements and contractual amendments must be made in writing to become effective. This also applies to any amendment to the requirement for written form.

These Terms and Conditions of AQUA BRUSH apply for commercial transactions only.

### • Offers, conclusion of contract and scope of contract

Until order confirmation or execution, our offers remain subject to change, both with regard to prices and ability to deliver, unless a limited binding arrangement has been agreed.

The scope of delivery is determined exclusively by our written order confirmation. In the case of an offer by AQUA BRUSH valid for a limited period that has been accepted within the deadline, the offer will apply. AQUA BRUSH retains the right to make changes and improvements with regard to the design, the material used and the implementation to the extent that such changes and improvements do not impair the usability of the item delivered.

### • Prices and terms of payment

AQUA BRUSH's prices are net ex VAT and do not include packaging and shipping costs.

Invoices are payable without deduction immediately upon receipt unless agreed otherwise in writing. In the case of larger orders and deliveries of special designs we retain the right to request an advance payment.

We are entitled to charge interest of 8 percentage points above the respective base rate as of the due date of the receivable. If information becomes known to us after conclusion of the agreement that reduces the

creditworthiness of the buyer, or if the buyer remains in default with the payment of due invoices, we reserve the right to make outstanding deliveries in connection with all agreements dependent on advance payment or demand cash on delivery.

Furthermore, we are entitled to reduce the amount of any commercial loans agreed or cancel them in their entirety. All debts will further become due in the event that the buyer ceases payment in general or an application for insolvency proceedings is filed in connection with the buyer's assets.

The buyer may exercise a right of retention or offset against claims by AQUA BRUSH only if the counterclaim by the buyer is undisputed or has been recognized by us or has been established in a final and absolute ruling.

### • Delivery period

A delivery period begins on the date of order confirmation.

Where the buyer does not properly fulfil the buyer's contractual duties, to the extent that such duties are not immaterial, especially where the buyer does not submit documents in due time or comply with terms of payment, the delivery period will be extended correspondingly. A transaction will be deemed to be a transaction at a fixed date as defined in Sec. 376 HGB [Handelsgesetzbuch: German Commercial Code] and Sec. 323 (2) BGB [Bürgerliches Gesetzbuch: German Civil Code] only if it has been expressly designated as such.

The delivery period will be extended appropriately in the event of disruptions to business, delays in delivery by upstream suppliers and industrial disputes for which we are not responsible and in the event of force majeure, to the extent that such events have a material influence on completion or delivery of the goods to be delivered.

If the buyer sets a reasonable extension of the delivery period in the event of a delay for which we are responsible, the buyer will be entitled to withdraw from the contract if such extension expires without success. If the delay is caused due to intent or gross negligence or breach of material contractual duties, statutory liability will apply. However, in the event of

only negligent breach of duties statutory liability will be limited to damage typical for the type of contract that can be reasonably foreseen. The limitation of liability does not apply in the case of a commercial transaction at a fixed date.

### • Shipping, transit insurance, transfer of risk

The goods will be dispatched as specified by the buyer, otherwise to the best of knowledge, but subject to exclusion of liability for the choice of the cheapest and quickest method of dispatch. Unless agreed otherwise, all shipments will be insured against loss, breakage and damage at the buyer's expense.

Risk will be transferred to the buyer as soon as the goods to be delivered are dispatched or handed over to the party performing shipping services also in cases where delivery is made in partial shipments and we have assumed additional services such as shipping costs or transport.

### • Packaging

As a rule, packaging will be charged at cost and will be borne by the buyer. Unless there are express agreements to the contrary in place, packaging will not be returned.

### • Warranty for defects in the delivery, liability

The right to make claims for defects becomes time-barred after 12 months, calculated from the date of transfer of risk unless agreed otherwise in each individual agreement.

The buyer is obliged to check the goods delivered immediately upon receipt for defects and to inform us of the same in writing without delay. To the extent that we are responsible for any defects to the goods delivered, we will at our discretion either eliminate the defects or supply replacements free of charge in return for return carriage paid of the defective item delivered. In the event of final failure of subsequent performance, the buyer may at the buyer's discretion demand a reduction in the purchase price or withdraw from the agreement. The buyer is obliged to allow us a reasonable period of time and opportunity to perform all measures of subsequent performance deemed necessary at our reasonable discretion. Should the buyer refuse to do so without due justification, we will be exempted from liability for

defects. Only in emergencies endangering operating safety or to ward off disproportionately large damage, in which case we must be informed immediately, or if we are in default with elimination of the defect, the buyer will be entitled to eliminate the defect or have it eliminated by a third party and demand reimbursement by us of the necessary expenses. Our liability for defects will be excluded for any alterations or repair work incorrectly performed by the buyer or a third party or any resulting consequences. Claims for damages of all kinds, including but not limited to claims for damages that were not incurred on the goods delivered themselves such as for loss of profit, loss of production or in connection with other indirect damage are excluded. This exclusion of claims for damages will not apply in the case of intent, gross negligence, culpable injury to life, limb or health, in the case of defects that were maliciously concealed or the absence of such defects was guaranteed by us and in the case of claims under Sec. 1 and Sec. 4 ProdHaftG [“Produkthaftungsgesetz”: German Product Liability Act]. In the event of culpable breach of material contractual duties, we will be liable also in the case of ordinary negligence but limited to damages typical for the type of contract that can be reasonably foreseen.

To the extent that our liability is excluded or limited, this will also apply to the personal liability of our employees, representatives and agents.

Unless expressly agreed otherwise, all warranty for the delivery of used items is excluded. This will not apply for defects maliciously concealed or for the lack of guaranteed properties or in the event of any other liability mandated by law.

All liability on the part of AQUA BRUSH for defects, damages or injury will be excluded to the extent resulting from one of the following:

unsuitable or improper use, especially use of unsuitable washing or cleaning materials or water that is too warm

excessive load or improper storage

faulty installation or improper commissioning by the buyer or a third party

natural wear and tear, specifically customary wear of bristles

incorrect treatment and care

incorrect surface pressure

unsuitable operating material or other chemical or physical influences

Non-compliance with AQUA BRUSH's operating or maintenance instructions or the care and cleaning instructions

Retention of title

Ownership of the goods delivered is not transferred to the buyer until the buyer has fulfilled all financial obligations arising from the entire business relationship with us. Until such time, the goods delivered will remain our property. The buyer is obliged to handle the goods subject to retention of title with due care and adequately insure these against loss due to fire, water and theft for replacement cost at the buyer's expense.

The buyer is entitled to sell the goods delivered subject to retention of title in the proper course of business. Pledging or assigning the goods as security or collateral are not permissible. The buyer hereby assigns to us any claims arising from the resale or other legal basis (insurance, unlawful act, etc.) relating to the goods subject to the retention of title in the amount of the claim to which we are entitled. The buyer is authorized to collect the assigned claims on our behalf. The authorization to sell or authorization to collect may be revoked singly or collectively if the buyer is in default with a financial obligation arising from the business relationship, the buyer ceases payment or the buyer or a third party files an application for insolvency proceedings in connection with the buyer's assets or if the buyer's financial circumstances are subject to such a material deterioration that fulfillment of our claims arising from the business relationship is jeopardized.

The buyer is obliged at our request to inform us without delay of every resale, specifically of the name and address of the buyer. The buyer is obliged at our request to inform the debtors of the assignment. We are entitled to perform such notification at any time.

**• Place of jurisdiction, applicable law**

The place of fulfillment and place of jurisdiction for both parties will be exclusively the principal place of

business of AQUA BRUSH.

The contractual relationship is solely governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

**• Storage of data**

AQUA BRUSH will store and process the buyer's data in electronic form to the extent required by the course of business and permissible under the BDSG [Bundesdatenschutzgesetz: German Federal Data Protection Act].

**• Confidentiality**

The contracting parties are obliged to treat all information on the other contracting party and that party's products becoming known to it within the scope of the contractual relationship as confidential also after the end of the contractual relationship to the extent that the respective information was designated as being secret or there is an obvious interest in it remaining secret.

**• Final provisions**

Should any provision of these Sales and Delivery Terms and Conditions be or become invalid, the validity of the remaining provisions or agreements will remain unaffected. Rather, the parties are obliged to replace the ineffective or unenforceable clause by a clause that comes as close as possible to the economic content contained in the ineffective or unenforceable clause.