

## Terms & Conditions of Sale and Delivery

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These Terms & Conditions of Sale and Delivery of CLEAR & CLEAN Werk für Reintechnik GmbH (CLEAR & CLEAN) comprise 15 sections.

1. *Exclusive validity of these Terms and Conditions*

With his/her order, the Buyer recognizes these Terms & Conditions of Sale and Delivery of CLEAR & CLEAN as binding for the purchase contract and waives the assertion of his/her own purchase conditions, even if the Buyer's purchase conditions state that upon acceptance or implementation of the order, the Supplier shall waive his/her own conditions of sale.

2. *Terms of payment*

As a matter of principle, all CLEAR & CLEAN prices are net and payable within 30 days of invoice receipt. Our prices are understood to be ex works Lübeck, including standard packaging, plus freight costs and – if specified in the contract – insurance costs and the applicable sales tax.

3. *Offers*

CLEAR & CLEAN offers are valid for four weeks.

4. *Blanket orders*

Blanket orders with fixed delivery dates or call-off contracts granted by CLEAR & CLEAN have a maximum runtime of one year from the order date. CLEAR & CLEAN agrees not to increase the agreed purchase prices within this period. Remaining quantities which are not called off by the Buyer during this period shall automatically be released for delivery at the end of the one-year runtime without the need for further formalities.

5. *Retention of title*

The items delivered to the Buyer shall remain the inalienable property of CLEAR & CLEAN until full payment of the purchase price has been made. This also applies to goods delivered by CLEAR & CLEAN, but which were enhanced, altered, re-packaged at the Buyer's or forwarded to third parties. As long as any claims exist by CLEAR & CLEAN arising from this contract, the Buyer may not make any decisions regarding the items delivered by CLEAR & CLEAN

which would in any way infringe upon the rights of CLEAR & CLEAN; in particular, an alteration of the items or removal from the territory of Germany is prohibited. In the event of a seizure at the Buyer's, the Buyer must inform the authorities that the items are still owned by CLEAR & CLEAN. Should a seizure occur anyway, CLEAR & CLEAN must be notified of this without delay.

6. *Transferability*

CLEAR & CLEAN reserves the right to transfer rights from delivery contracts to third parties without prior notice.

7. *Cancellation*

If the Buyer refuses to fulfil the contract, CLEAR & CLEAN has the option to charge cancellation costs amounting to 50% of the purchase price or insist on fulfilment of the contract. If the Buyer refuses to accept the delivery due to reasons for which CLEAR & CLEAN is not responsible, the costs for return of the goods and the re-shipment thereof shall be paid by the Buyer.

8. *Delivery obligation*

All orders are binding for Clear & Clean if confirmed in writing by Clear & Clean. CLEAR & CLEAN has an own interest in timely delivery to its customers. However, unforeseen events and all circumstances that lead to significantly disrupted operations at CLEAR & CLEAN or its material suppliers, e.g. material defects, war with its medium-term and immediate effects on operations, strike, seizures, machine standstill due to lack of operating materials as well as fires and all cases of force majeure release CLEAR & CLEAN at its discretion wholly or in part from its delivery obligations.

9. *Bindingness of agreed delivery date*

CLEAR & CLEAN always strives to comply with all delivery dates it has confirmed. Failure to meet the indicated delivery date or deadline does not entitle the Buyer to immediately cancel the order or claim compensation. If CLEAR & CLEAN is in arrears with the delivery, the Buyer is permitted to grant CLEAR & CLEAN an extension, which in its duration

at least corresponds to the length of the delivery time originally indicated by CLEAR & CLEAN. If CLEAR & CLEAN is still not able to deliver after expiry of this deadline, the Buyer has the right to cancel the contract. Further claims such as price reduction, compensation or penalties for delay are excluded. The Buyer is not entitled to withhold the agreed purchase price (remaining purchase price) in whole or in part until the defect has been remedied.

10. *Complaints about the material quality*

Complaints must be made within 14 working days after receipt of the goods. Clear & Clean is obligated to process the complaint within 21 working days of its receipt at Clear & Clean. Upon acceptance of the complaint, CLEAR & CLEAN shall deliver replacements for any defective goods. Defects in a part of the delivery may not lead to a complaint for the entire delivery. Rather, CLEAR & CLEAN has the right to rectify or replace the delivery. Further claims such as reduction, compensation or penalties for delay are excluded. The Buyer is not entitled to withhold part of or the entire purchase price (remaining purchase price) until the defect has been remedied.

11. *Collection authority*

CLEAR & CLEAN employees are not entitled to collect payment without written authorisation.

12. *Oral ancillary agreements*

Oral ancillary agreements are valid only if they are confirmed in writing.

13. *Invalidity of individual conditions*

Should any of these conditions become wholly or partially invalid, the remaining conditions shall remain unaffected by these provisions.

14. *Place of jurisdiction and place of performance*

The place of jurisdiction is Lübeck, Germany. The place of performance for delivery and payment is Lübeck, Germany.

15. *Delivery of more or less Items than agreed*

For goods packed in bulk, CLEAR & CLEAN reserves the right to carry out orders of the Buyer with a deviation of 10% more or less of the ordered goods and to charge these accordingly.

This document is an English translation of the original Verkaufs- und Lieferbedingungen der CLEAR & CLEAN Werk für Reintechnik GmbH. In the event of any discrepancies arising between the German and English versions, the German version shall take precedence over the English version.