

1. GENERAL

- 1.1 Unless otherwise agreed in writing, these General Terms and Conditions of Sale and Delivery (hereinafter the Terms) shall apply to deliveries made by Frontmatec-Hygiene GmbH (hereinafter "Frontmatec") to the Purchaser, notwithstanding any conflicting, contradictory or additional conditions set out in the order or other communications from the Purchaser. Any such conflicting, contradictory or additional terms and conditions shall not be deemed to be accepted by Frontmatec unless Frontmatec expressly confirms and acknowledges the same in writing.
- 1.2 The general terms and conditions of the Purchaser are hereby contradicted and their validity contested. Should the Purchaser submit regulations in its order which conflict with these Terms, these Terms shall prevail, even in the event that Frontmatec does not object to such regulation.
- 1.3 These General Terms and Conditions of Sale and Delivery apply only to contractors.
- 1.4 Frontmatec reserves the right to change these Terms at any time. Frontmatec must give the Purchaser thirty [30] calendar days' notice of any such change. In the case of clauses regulating (ancillary) performance obligations, the unilateral right of amendment exists only if and to the extent that the relationship between performance and consideration has been significantly disturbed by a change in case law or gaps that have become apparent.

2. CONCLUSION AND SCOPE OF THE CONTRACT

- 2.1 Offers made by Frontmatec are subject to confirmation and are non-binding. This also applies insofar as samples, sketches, drafts, technical data, weight, dimension and colour specifications etc. have been provided.
- 2.2 Orders placed by the Purchaser shall be deemed to be binding contractual offers. Frontmatec's written order confirmation shall be decisive for the scope of the delivery obligation. Orders are not binding on Frontmatec without written order confirmation by Frontmatec. All other agreements not made in writing shall also require written confirmation by Frontmatec.
- 2.3 Equipment information/specifications are only approximately authoritative unless Frontmatec expressly designates them in writing as binding and/or unless usability for the contractually intended purpose requires exact conformity with the information. They are not guaranteed quality features but descriptions or identifications of the delivery. Frontmatec reserves the right to make minor customary changes to the equipment information/specifications without prior notice,

provided that the usability for the contractually intended purpose is not impaired thereby and the changed goods are equivalent in quality and price.

- 2.4 Frontmatec shall be entitled to have work carried out in whole or in part by subcontractors.

3. DELIVERY AND TRANSFER OF RISK

- 3.1 In the event that several pieces of equipment are ordered in one order and not all pieces of equipment ordered are in stock, Frontmatec shall be entitled to make partial deliveries insofar as this is reasonable for the Purchaser. This is particularly the case if the partial delivery is usable for the Purchaser within the scope of the contractual intended purpose, the delivery of the remaining ordered goods is ensured, and the Purchaser does not incur any significant additional expenditure or other costs as a result. Partial deliveries shall be deemed independent deliveries for payment obligations, transfer of risk and warranty obligations. If Frontmatec makes use of the right to make a partial delivery, Frontmatec shall bear the additional costs for transport and dispatch incurred thereby.
- 3.2 The place of performance for the delivery and any subsequent performance shall be at the registered office of Frontmatec.
- 3.3 If the goods are to be dispatched at the Purchaser's request, dispatch shall be effected from Frontmatec's registered office for the account/cost and at the risk of the Purchaser. The risk of accidental loss and accidental deterioration shall pass to the Purchaser upon dispatch or delivery to the forwarding agent, carrier or other person or institution designated to carry out the dispatch.
- 3.4 In the case of dispatch by Frontmatec at the request of the customer and at the customer's expense and risk (see above), unless expressly agreed otherwise, Frontmatec shall be free to choose the transport company and the means of transport.
- 3.5 The risk shall also transfer if and as soon as the Purchaser is in default of acceptance. If the Purchaser culpably omits an act of cooperation necessary for dispatch or if dispatch is postponed at the Purchaser's request, the risk shall transfer to the Purchaser at the time when the goods are ready for dispatch and Frontmatec notifies the Purchaser that they are ready for dispatch. During the delay in acceptance, the Purchaser shall bear the usual storage costs.
- 3.6 At the express request of the Purchaser, Frontmatec shall insure the consignment at the Purchaser's expense against theft, breakage, damage in transit and natural hazards as well as other insurable risks.

4. DELIVERY TIME

- 4.1 The delivery dates stated by Frontmatec are not binding and may be exceeded by up to thirty [30] calendar days without Frontmatec being in default as a consequence. This shall not apply if Frontmatec has expressly confirmed the delivery date in writing as binding.
- 4.2 The occurrence of a delay in delivery by Frontmatec shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the Purchaser is required. Before asserting further rights, the Purchaser shall grant Frontmatec a grace period of ten [10] calendar days after the occurrence of default.
- 4.3 Frontmatec shall not be liable for impossibility of delivery or for delays in delivery insofar as these have been caused by force majeure or other events unforeseeable at the time of conclusion of the contract for which Frontmatec is not responsible. This includes operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of the Supplier to deliver or to deliver correctly or on time if Frontmatec has concluded a congruent hedging transaction. Frontmatec shall inform the Purchaser of such events without delay.
- 4.3.1 If Frontmatec is unable to meet binding delivery dates due to such events, the delivery dates shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. In this case, Frontmatec shall inform the purchaser of the expected new delivery period at the same time as it informs him of the hindrance.
- 4.3.2 If such events make it considerably more difficult or impossible for Frontmatec to deliver and if the hindrance is not only of a temporary nature or if delivery is not possible even within the new delivery period, Frontmatec shall be entitled to withdraw from the contract in whole or in part. A prerequisite for rescission is that Frontmatec has immediately informed the Purchaser of the existence of the impediment in accordance with Section 4.3. Frontmatec shall immediately refund any consideration already paid by the Purchaser.
- 4.4 Frontmatec shall not be bound by the stated delivery date if the Purchaser fails to fulfil his obligations and duties in due time. This shall include, in particular, the making of the agreed payments as well as the transmission of necessary information, including but not limited to the place of delivery, necessary materials, access to the place of delivery, etc. In this case, Frontmatec may - without prejudice to the rights arising from any default on the part of the Purchaser - demand from

the Purchaser an extension of the stated delivery periods or a postponement of the stated delivery date by this period. The defence of non-performance of the contract remains reserved.

- 4.5 If the Purchaser fails to comply with its obligation to take delivery of the goods, Frontmatec may claim damages in the amount of 10 % of the total purchase price. The compensation shall be set higher or lower if Frontmatec proves a higher damage or the Purchaser proves a lower damage.

5. PRICES AND PAYMENT

- 5.1 The prices are listed in the order confirmation from Frontmatec. All prices are exclusive of shipping, insurance, VAT and other duties and taxes.
- 5.2 Unless fixed prices are expressly agreed, the prices shall be based on the list prices valid on the day of delivery. This shall not apply if Frontmatec is in default with the delivery.
- 5.3 If the parties have agreed on fixed prices and these change as a result of changes in purchase prices, equipment prices, exchange rates, etc., the parties shall agree on an adjustment of the price by negotiation.
- 5.4 Any additional expenses incurred as a result of subsequent change requests by the Purchaser may be charged to the Purchaser.
- 5.5 If the Purchaser is in default of payment, Frontmatec shall be entitled to charge default interest at a rate of nine [9] percentage points above the base rate. The assertion of further damages in the event of default in accordance with the statutory provisions shall remain unaffected by this.
- 6. COMMISSIONING**
- 6.1 Frontmatec optionally offers commissioning of the equipment at the Purchaser's premises against payment, which is settled on an hourly basis or by fixed price.
- 6.2 If the purchaser requests commissioning by Frontmatec, Frontmatec shall prepare an individual offer for this, stating the hourly rate and the estimated time required or the fixed price. Frontmatec's offer is subject to change and non-binding.
- 6.3 The commissioning by the Purchaser shall be deemed a binding offer. The written confirmation by Frontmatec shall be decisive for the extent of the obligation to commission.
- 6.4 Payment for commissioning will be made after completion of commissioning. The Purchaser will receive a statement showing the time-dependent payment or the fixed price, if applicable.

6.5 The commissioning date stated by Frontmatedec is not binding and may be exceeded by up to seven [7] days without Frontmatedec being in default. This shall not apply if Frontmatedec has expressly confirmed the date for commissioning as binding in writing.

6.6 Sections 4.3 and 4.4 shall apply accordingly to delays in commissioning.

7. WARRANTY AND LIABILITY

7.1 Unless expressly agreed otherwise below, the statutory warranty rights shall apply in the event of a defect.

7.2 The prerequisite for any warranty rights of the Purchaser is the Purchaser's proper fulfilment of all inspection and complaint obligations owed in accordance with Section 377 of the German Commercial Code (HGB).

7.3 Claims for defects shall become time-barred within twelve [12] months after the transfer of risk.

7.4 In the event of a justified notice of defect, Frontmatedec shall be entitled to choose between rectification of the defect and new delivery. Frontmatedec has to make the choice within a reasonable period of time.

7.5 Frontmatedec's liability for damages is excluded in the case of simple negligence. This also applies to negligent actions of organs, legal representatives, employees or other vicarious agents.

7.6 The above restrictions and shortening of time limits shall not apply to claims based on damage caused by Frontmatedec, its legal representatives or vicarious agents

- in the event of injury to life, limb or health,
- in the event of intentional or grossly negligent breach of duty as well as fraudulent intent,
- in the event of a breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (so-called cardinal obligations),
- within the framework of a guarantee promise, insofar as such a promise has been agreed,
- provided that the scope of application of the Product Liability Act is established.

In the event of a breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contracting party may regularly rely (so-called cardinal obligations), due to slight negligence on the part of Frontmatedec, its legal representatives or vicarious agents, the liability shall be limited to the amount of the damage foreseeable at the time

of conclusion of the contract, the occurrence of which must typically be expected.

8. RETENTION OF TITLE

8.1 The goods delivered shall remain the property of Frontmatedec until full payment of all present and future claims arising from the purchase contract and any current business relationship between Frontmatedec and the Purchaser (extended retention of title).

8.2 Until revoked, the Purchaser is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. Frontmatedec shall be entitled to revoke this authority if the Purchaser is in default of payment if an application for the opening of insolvency proceedings has been filed or if payments have been suspended.

8.2.1 The retention of title extends to the products resulting from processing, combining or mixing. Processing, combining or mixing shall be carried out for Frontmatedec without any obligation on Frontmatedec's part. If, in the event of processing, combining or mixing with goods of third parties whose ownership rights remain, Frontmatedec shall acquire co-ownership in the ratio of the invoice value of the goods to the invoice value of the other processed, combined or mixed goods. If Frontmatedec's title should lapse as a result of the combination, mixing or processing, the Purchaser hereby assigns to Frontmatedec its ownership and expectant rights to the new stock or item to the extent of the invoice value of the goods or in the ratio of the invoice value of the goods to the invoice value of the other goods used.

8.2.2 The Purchaser hereby assigns to Frontmatedec by way of security any claims against third parties arising from the resale of the goods or the product in total or in the amount of Frontmatedec's co-ownership share in accordance with the above provision. Frontmatedec accepts this assignment.

8.2.3 The Purchaser shall remain entitled to collect the claim in addition to Frontmatedec. Frontmatedec shall not collect the claim as long as and insofar as the Purchaser meets its payment obligations towards Frontmatedec, no application for the opening of insolvency proceedings has been filed and/or there is no cessation of payments. If this is the case, however, Frontmatedec may demand that the Purchaser names with respect to Frontmatedec the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment.

8.2.4 If the value of the securities existing for Frontmatedec exceeds the Frontmatedec's claims by more than 10 % in total, Frontmatedec shall be obliged, at the Purchaser's request, to retransfer or release securities to that

extent at Frontmated's own discretion, taking into account the interests of the Purchaser.

- 8.3 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before payment has been made in full. The Purchaser shall notify Frontmated in writing without delay if an application is made to open insolvency proceedings or if third parties access the goods subject to retention of title. In the event of access by third parties, the Purchaser shall inform them of the existing retention of title. If Frontmated incurs costs as a result of exercising its ownership rights, the Purchaser shall reimburse such costs, unless a claim can be made against the accessing third party.
- 8.4 On the basis of the retention of title, Frontmated may demand the return of the goods if it has withdrawn from the contract. Frontmated shall be entitled to rescind the contract without regard to the further requirements of Section 323 BGB (German Civil Code), in particular without setting a time limit, as from the time when the Purchaser is in default of payment in whole or in part. The same shall apply if the Purchaser ceases to make payments or if an application is made to open insolvency proceedings against its assets. All costs arising from the repossession of the delivery item shall be borne by the Purchaser.

9. INTELLECTUAL PROPERTY AND COPYRIGHTS

- 9.1 Frontmated retains ownership and/or copyright of all quotations, drawings, technical documents, specifications, know-how and the like provided by Frontmated before or after delivery of the equipment. This also applies insofar as costs were charged to the Purchaser for the creation of these items. Without the express consent of Frontmated, the Purchaser may not make these items accessible to third parties, either as such or in terms of content, disclose them, use them himself or have them used by third parties for a purpose other than that for which they were intended or reproduce them. At the request of Frontmated, the Purchaser shall return these items in full to Frontmated and destroy any copies if the Purchaser no longer requires them in the ordinary course of business.
- 9.2 Unless otherwise agreed in writing, the following provisions shall apply with respect to the Purchaser's right to use software.
- 9.2.1 Frontmated software: The Purchaser acquires the non-exclusive right to use the Frontmated software. Frontmated retains the intellectual property rights in the Frontmated software, even if the software was produced specifically for the Purchaser. Frontmated is not obliged to provide the source code for the Frontmated software.
- 9.2.2 Sublicensed software (computer software to which third parties hold the intellectual property rights and for

which Frontmated grants a right of use with the permission of the rights holder): Subject to any restrictions agreed between Frontmated and the owner of the intellectual property rights, the Purchaser acquires the non-exclusive right to use the sublicensed software only for the use of the equipment.

- 9.3 The Purchaser is not entitled to lease or otherwise sublicense the software, to publicly reproduce or make it accessible by wired or wireless means, or to make it available to third parties, whether for a fee or free of charge. This shall not affect the Purchaser's right to permanently transfer the acquired copy of the software to a third party. In this case, the Purchaser shall completely cease using the software, remove all installed copies of the software from its computers and delete or hand over to Frontmated all copies located on other data carriers, unless it is legally obliged to retain them for a longer period. At the request of Frontmated, the Purchaser shall confirm to Frontmated in writing that the aforementioned measures have been carried out in full or, if applicable, provide Frontmated with the reasons for keeping them for a longer period of time. The Purchaser shall also expressly agree with the third party that this scope of the granting of rights will be observed.
- 9.4 The Purchaser is not entitled to reproduce or extend the software provided or to carry out maintenance work on the software itself, with the exception of customised software developed specifically for the Purchaser. Frontmated offers update and maintenance services which the purchaser can commission with a separate declaration. Unless otherwise agreed, Frontmated shall not be obliged to provide the source code for the software or updated versions of the software to the Purchaser.

10. NO OFFSET AND RIGHT OF RETENTION

- 10.1 The Purchaser shall only be entitled to offsetting if and to the extent that its counterclaims have been legally established, are undisputed or have been acknowledged by Frontmated in writing. This restriction does not apply to counterclaims based on the same contractual relationship.
- 10.2 The Purchaser may only assert a right of retention if and to the extent that it is based on the same contractual relationship.

11. DISPUTE RESOLUTION, APPLICABLE LAW AND JURISDICTION

- 11.1 The contract is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.2 The place of jurisdiction for all disputes arising from or in connection with this contract shall be at the regis-

GENERAL TERMS AND CONDITIONS OF SALE AND PAYMENT

tered office of Frontmatec. At its own discretion, Frontmatec may initiate legal proceedings against the Purchaser at the Purchaser's place of business as its general place of jurisdiction.

12. FINAL PROVISIONS

- 12.1 The invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions and the existence of the contract. The invalid provision shall be replaced by a valid provision which comes as close as possible in its economic effects to the provision to be replaced.