

**General Conditions of Sale and Delivery of CleanControlling GmbH,  
CleanControlling Engineering GmbH, CleanControlling Medical GmbH & Co. KG,  
DE-78576 Emmingen-Liptingen, Germany, for the sale of goods by telephone or e-mail**

The following conditions apply to all of our offers, sales and deliveries to customers, especially when the customer orders goods from us via e-mail or telephone unless otherwise agreed in writing and provided that the customer is a company in accordance with Section 14 of the German Civil Code (BGB). The terms and conditions of the customer are generally excluded.

## **1. Offers and contracts**

1.1 Our offers are subject to change and are only to be understood as an invitation to make an order. The product presentation in our valid catalog does not constitute a binding offer; it is merely intended as an invitation to customers to make an order.

1.2 Orders made by customers are binding. Orders made by customers by telephone or e-mail will be confirmed by us promptly and usually by e-mail, within 3 working days after receipt of the customer's order. Our confirmation constitutes the conclusion of a contract with the customer.

We reserve the right to refuse the acceptance of an order at any time without notice of reason. In such a case, we shall inform the customer immediately via e-mail.

1.3 Any ancillary agreements or amendments to an already confirmed order require our written confirmation.

**1.4 We expressly point out that you can only order our products as a company in accordance with Section 14 of the German Civil Code and that we only sell our products to companies as specified in Section 14 of the German Civil Code. Accordingly, through purchasing our products, you are not entitled to any right of withdrawal as stipulated in Sections 312g and 355 of the German Civil Code.**

## **2. Prices**

2.1 All of our product prices are in EUROS, excluding packaging and shipping costs and the applicable sales tax. Packaging and shipping costs are calculated individually. Costs depend on the place of receipt and order size.

2.2 In the case of product delivery to customers outside of the EU, delivery costs will be provided upon request. Any customs duty or special tax applicable for deliveries outside of the EU are to be met by the customer.

## **3. Payment**

3.1 The customer may pay for orders via invoice or credit card. Our invoices must be paid in full within 14 days of the date of issue. However, we reserve the right at any time to request advance payment, especially if the customer is based outside of the EU.

3.2 If the payment deadline mentioned in Point 3.1. is exceeded, we reserve the right to claim reasonable expenses for our reminder(s), in addition to interest for default of 8 percentage points above the base rate. The right to charge higher default damages is reserved.

3.3 The customer is only entitled to offset rights if their counterclaims have been legally established, undisputed or recognized by us. The customer is not entitled to any right of retention in light of disputed counterclaims.

3.4 Should reasonable doubt arise concerning the solvency of the customer, or if insolvency proceedings are opened against their assets, all receivables from the business relationship are due immediately. We are also entitled to demand advance payment, cash on delivery or securities.

#### 4. **Delivery times / force majeure**

4.1 Dates for our deliveries are only binding if expressly confirmed by us in writing.

4.2 Partial deliveries are only permitted to a reasonable extent.

4.3 Force majeure, operational breakdowns, strikes or other disruptions not in our control that affect us or our suppliers release us from delivery obligations for the duration of the disruptions and its effects. Should a delay to the delivery already exist, the occurrence of one of the aforementioned circumstances shall not constitute an extension to said delay.

#### 5. **Transfer of risk / shipping and packaging**

5.1 Unless otherwise stated in our order confirmation, the transfer of risk for deliveries within Germany is "ex-works". For international deliveries, "ex-works" applies (EXW, INCOTERMS 2010).

5.2 We choose the packaging and shipping method as deemed appropriate by us.

#### 6. **Warranty / complaints**

6.1 We guarantee the fault-free condition of our products in accordance with the corresponding state-of-the-art technology for a period of one year from delivery.

6.2 The warranty excludes:

- Wear parts;
- Damage due to improper handling, operation or use;
- Damage due to chemical, electronic or weather-related influences.

6.3 Upon receipt, the customer shall immediately inspect our products for faults, and shall inform us immediately in writing of any obvious or apparent defects. Hidden defects must be reported to us in writing immediately after discovery within the warranty period.

6.4 Providing that the delivered goods are indeed faulty during the warranty period, the customer is entitled to request supplementary performance. We shall decide whether to deliver a new, fault-free product or to remedy the defect. In case of repair, we assume all costs required to remedy the fault, in particular packaging, transport, traveling or work costs, provided that these do not increase because the goods have to be transported from a location other than the delivery location, and that the fault occurs within one year of delivery.

If supplementary performance is required again on the same fault within the warranty period, the customer is entitled to request a reduction in price. Other or further warranty rights are excluded.

#### 7. **Liability**

7.1 We are liable under the statutory provisions, providing the customer makes a claim for damages based on our intentional or negligent conduct, including that of our agents and legal representatives and when our conduct leads to loss of life, physical injury or damage to health.

7.2 We are also liable for damages resulting from an intentional or grossly negligent violation of the customer's assets or property by us, our legal representatives or agents.

7.3 Finally, we assume liability for contractually typical, foreseeable damage caused through the negligent violation of the customer's assets or property by us, our legal representatives or agents, providing that we fail to meet a duty assigned to us, the fulfillment of which is crucial for the execution of this contract (so-called "cardinal duty").

7.4 Any further liability, especially for loss of profit, is excluded, except in cases of intent or gross negligence.

7.5 Our liability in tort is also limited or excluded in accordance with the stipulations of Clauses 7.1 to 7.3. Claims under the German Product Liability Act concerning physical injury or damage to health remain unaffected by the limitation of liability.

#### **8. Retention of title**

We reserve the right of ownership of the delivered goods until the customer has settled all claims resulting from our business relations. The customer may only re-sell the goods in the ordinary course of business and may not pawn or assign them by way of collateral; we must further be notified immediately of any third-party access thereto.

#### **9. Data protection**

Customer data is disclosed to the assigned shipping company, providing that this is necessary for the delivery of the ordered goods. In order to process payments, particularly if paying by credit card, we forward the corresponding payment details to the company or bank responsible for effecting the payment. Customer data is not disclosed to third parties. We only use the data provided by the customer without express prior permission for the fulfilment and processing of the corresponding order.

#### **10. Place of fulfillment**

The place of fulfillment is the company headquarters (DE-78576 Emmingen-Liptingen).

#### **11. Jurisdiction and applicable law**

12.1 Providing that the customer is a registered trader, legal body or special fund under public law, any disputes arising from this contract will be dealt with by the jurisdiction applicable in our registered headquarters (currently DE-78576 Emmingen-Liptingen). We are also entitled to prosecute the customer at their registered headquarters.

12.2 This contract is governed by German substantive law, under the exclusion of the Vienna UN Sales Convention on Contracts for the International Sale of Goods of 1980.

**Version: January 2022**