



General Terms and Conditions

JNW CleaningSolutions GmbH
Experience pays

1. General

1.1. In business transactions between us and our Purchasers, for the whole duration of the business relationship, as well as for future orders and deliveries of spare parts, the following terms and conditions (T&C) apply, exclusively, except when our order confirmation or our correspondence, by either writing or fax states otherwise.

1.2. We hereby oppose any supplementary or deviating conditions to our Terms and Conditions (T&C). Such supplementary or deviating conditions are not binding for us, in the event we do not object to them, as a whole, or explicitly for each case, or if we execute the delivery upon receipt of deviating purchase conditions.

1.3. Collateral agreements and assurances as part of contract negotiations and after order confirmation, as well as any changes or additions to contracts concluded by writing or by fax or to these Terms and Conditions must be made in writing or by fax.

1.4. All contracts with our Purchasers are effective only after our written or fax confirmation, which may take place at the same time as billing. Until then, our offers are non-binding. If a change in production is necessary for confirmed orders, this is considered accepted by the Purchaser if the applied modification does not result in a discernible disadvantage for the Purchaser.

2. Delivery terms

2.1. Our prices shall be for services ex works, plus the applicable VAT. Transport costs from the factory will be borne by the Purchaser. We will assume the responsibility for risks during transport and other types of risks only at the special request of our Purchaser and at its own expense.

2.2. The cost of the necessary packaging will be borne by the Purchaser. Packaging is not returnable.

2.3. The minimum order value is 1,000.00 Euro net (excluding subsequent deliveries). For orders below 1,000.00 Euro a quantity surcharge will be (additionally) charged to the orders - to reach the minimum order value of 1,000.00 Euro net. The issue of movement certificates is charged with an additional amount of 50.00 Euros.

2.4. Ordered goods will be accepted by the Purchaser even if they have minor defects. The Purchaser's rights under the stipulations of point 4 of the Terms and Conditions (Liability for defects) remain unaffected.

2.5. Installation is not included in the price. When we are installing, setting up or commissioning the delivery item, our agent at the site must be provided with helpers and the necessary materials for installation upon request. These, as well as further services required, shall be provided free of charge. The construction of bases and frameworks as well as the materials deemed as necessary for this purpose constitutes the property of the Purchaser. The same is true for all supply and disposal lines used for our delivery items, for which our employees or persons acting on our behalf are expressly not responsible. All these above mentioned services are also under the responsibility of the Purchaser, if an

operational installation or commissioning of machines and/or tools has been agreed.

The work to be performed by us will be carried out by agents which have the adequate number of persons with relevant professional qualifications required by each object. The resulting costs, including all ancillary costs, will be borne by our Purchasers, based on relevant evidence of the costs incurred. Our usual hourly service rates apply. When the scope and type of assistance is clear from the moment of placing the order, these services shall be included in the order confirmation, by referring to the relevant rates. Moreover, the installation, commissioning and acceptance conditions of our company shall apply.

2.6. The agreed delivery period begins with the complete confirmation of the job order. If there are any remaining technical and/or other documents to be provided by the Purchaser or to be returned to us after the inspection, the agreed delivery period begins with their receipt. The same applies for the permits and authorisations to be issued by the relevant authorities at the request of the Purchaser or third parties, and the receipt of an agreed down payment and/or the opening of the letter of credit or issuance of any other agreed collateral.

2.7. The delivery deadline is met if the dispatch has been notified prior to the deadline expiry date.

2.8. All information provided in our sales documents (in particular related to the price lists, catalogues, brochures and technical documents) shall be provided according to best knowledge. They are, however, non-binding for us. We always reserve the right to make modifications.

2.9. All data and services presented are subject to given tolerances. These tolerances are regulated either by international standards or by the internal working guidelines of the manufacturer.

2.10. The structural designs, drawings and similar documents issued by us are under our full copyright pursuant to stipulations under section 2 (1) point 7 of the Copyright Act. This is not affected by either the payment of the agreed upon price for the design or the delivery of multiple issues of the design documents. Our Purchasers are therefore not entitled to produce machinery or tools based on our structural designs, without our express written consent, either in whole or in part, or to make copies of the multiple issues of the design documents delivered, or to entrust the manufacture based on these documents to third parties, or to distribute the submitted documents to such third parties, or to make the content available to any third party. It is irrelevant whether the structural designs, drawings and other similar documentation has been produced by us or by a third-party contracted by us. Other rights in accordance with the Copyright Act remain unaffected. The original documents remain our unrestricted property and in our possession. Even in the case that beside the structural design, we also deliver the machine or the tool, the full copyright remains with us. Only the object as such becomes the property of the Customer. We explicitly advise you to refer to § 14 of the Copyright Act.

2.11. If the Purchaser's samples, drawings or other information are used by us in the production, on behalf of the Purchaser, the Purchaser shall bear the sole responsibility of ensuring that this does not infringe the rights of any third parties. The Purchaser is also responsible for the accuracy of the information.



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3. Risk assumption and default in performance

3.1

All deliveries to our Purchasers are based on the INCOTERMS 2010.

3.2

Our obligation to deliver is fulfilled once the product has been handed over by us to the freight forwarder. The same goes for a loading onto our own vehicles for translation to the customer, or onto the vehicles of our customers. This applies correspondingly to the partial deliveries, as well.

3.3

Should the Purchaser be in default with the proper acceptance of the service, we are entitled to store or to entrust the storage of the goods at the expense and risk of the Purchaser. If the storage occurs in our factory or on the premises of the forwarder, the costs will be calculated as 100% of the rates amount, and charged accordingly.

3.4

In the case of force majeure and restrictive regulatory measures, involuntary malfunctions, strikes and lockouts, either with us or with our suppliers, we are free of delivery obligations during the duration of the feared event and throughout the duration of their effects. The delivery period (see Para. 2.6) shall be extended accordingly.

3.5

The refusal of acceptance by the Purchaser within the framework of the orders which have been completed by us under these Terms and Conditions, and within the agreed deadlines, entitle us to an extended deadline of 14 days for the later collection of the goods. If the Purchaser fails to collect the delivery of the goods, preserving its refusal of acceptance, we are entitled to either terminate the contract or to demand compensation for non-fulfilment.

3.6

If the Purchaser suffers damages because of a delay which has arisen due to the fault of the supplier, he shall be entitled to demand compensation for the delay after granting a grace period of 14 days from the agreed delivery date, excluding further claims. This compensation shall be 0.5% for every full week of the delay, to a maximum of 5% of the agreed value of the part of the delivery that is delayed.

4. Liability for defects

4.1

Any notice relating to obvious defects must be substantiated in writing and submitted by the Purchaser within two weeks of the receipt of the goods. Notification of defects of hidden flaws and flaws that can only be recognised when the machine and tools are in operation must be immediately asserted after their discovery with an exact description of the facts of the case.

4.2

In case of justified and timely letters of complaint, a subsequent performance is carried out at our discretion, in the form of rectification made by us or by third parties, by replacement of parts or substitute delivery. If after such rectification of defects a new defect is justified by the Purchaser on the same matter and it is not reasonable to expect it to tolerate further repairs or replacements, the Purchaser is then entitled to request a reduction in price or a cancellation of the contract - in so far as it concerns the defective goods.

4.3

We reserve the right to separately charge the Purchaser any costs occurred for expenses incurred by the checking of the goods for groundless claims.

4.4

No liability is assumed for damages arising for the following reasons: Unsuitable or improper use, faulty installation or commissioning by the Purchaser or third parties, natural wear, incorrect or negligent treatment, unsuitable equipment, unsuitable replacement materials, defective construction works, unsuitable foundations, unsuitable chemical, electrochemical or electrical influences, provided that they are not caused by a fault of the supplier.

5. Other compensation claims

5.1

For damages that have not occurred on the delivery, we are only liable - for any legal reason whatsoever - if:

- There is intent.
- There is gross negligence on behalf of the owner/attributable to the owner's structural bodies or its executives.
- There is a culpable injury to life, limb and health.
- There are defects that were fraudulently concealed or whose absence was guaranteed under the guarantee commitment.

5.2

All claims for damages, for whatever legal reason and regardless of fault, expire as follows:

- At a supply of goods until the expiry of a 12-month period from the date the delivery is made ready for dispatch.
- At an agreed performance of the service or a consulting service until the expiry of a 12-month period from the date of the provision of our services.
- At a supply of goods with additionally agreed commissioning within 12 months from the date of commissioning, but not longer than 18 months from the date of the taking-over certificate from the freight forwarder.

6. Right of withdrawal

6.1

The Purchaser may rescind the contract, if the delivery of the service becomes impossible. The same shall apply in case of an inability of the supplier to perform.

6.2

If delay in performance occurs within the meaning of Section 3.6 of these Terms and Conditions, and the Purchaser grants the defaulting supplier a reasonable extension, but the extension is also not respected by the fault of the supplier, the Purchaser is thus entitled to withdraw, provided the setting of such a time limit is not dispensable.

6.3

If the impossibility occurs during the default of acceptance or by the fault of the Purchaser, it is still obliged to meet the terms of the counter-performance.

6.4

The Purchaser also has a right of withdrawal if the supplier lets to elapse without success a reasonable extension granted to it for repair or replacement of a defect it is responsible for in the sense of the terms and conditions of delivery, by its own fault. The right of withdrawal of the Purchaser exists even when there is an impossibility or inability of repair or replacement delivery by us.



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6.5

In the event of unforeseen events within the meaning of Section 3.4 of these Terms and Conditions, the Supplier shall have the right to completely or partially withdraw from the contract, provided that such events have considerably changed the economic significance or the content of the performance or considerably affect the Supplier's business.

Compensation claims arising out of such a withdrawal are excluded. If the supplier intends to exercise the right of withdrawal, it shall immediately inform the Purchaser after having realised the repercussions of the events, even if an extension of the delivery period was initially agreed with the Purchaser.

7. Terms of payment

7.1

Unless the parties have agreed otherwise, payment is net, i.e. without any deductions and exempt from charges, and shall be transferred in full and not later than 14 days after the invoice date. Alternative agreements are only valid in written form.

7.2

In the event that payments are not submitted within the allotted time period, we are also entitled to bill for default interest, at least in the proven amount of 8% above the respective base interest. The right for further claims remains reserved.

7.3

Our Purchasers' payments are charged in order to the oldest, still outstanding invoice, including interest and all associated ancillary claims, unless expressly otherwise agreed.

7.4

The exercise of a right of retention by our Purchaser is excluded. For each Purchaser, any offsetting against our delivery and service performance claims is permitted only if the customer has counter claims that are not disputed by us or that been recognised by declaratory judgement.

7.5

In case of default, we are entitled to withhold all ordered goods until the complete payment of all outstanding amounts. In such cases, and also in case of the recognisable deterioration of the financial circumstances of the Purchaser, we are entitled to demand payment in advance. If this is rejected, all outstanding claims become immediately due for payment.

8. Retention of title

8.1

We reserve the ownership of the delivered machines, tools, accessories and other goods until all present and future claims arising from the business relationship with the customer, including interest, incidental claims and costs of any legal action, as well as any cost related to a necessary intervention because of a seizure of the delivered goods by third parties, are satisfied. The retention of title shall also apply if individual claims have been included in a current invoice and the balance is drawn and recognised.

Our retention of title is conditioned in such a way that the full payment of all our claims arising from the business relationship passes the ownership of the reserved goods to the Purchaser, and it becomes thus entitled to the claims assigned to us.

8.2

The Purchaser is entitled to dispose of the goods only as part of the Purchaser's ordinary course of business. In the case that the delivered goods are burdened by third party rights, the Purchaser will inform the supplier immediately. In the event of resale, the Purchaser implicitly cedes all future claims concerning a third party, arising from the resale of the goods.

If the reserved goods are sold by the Purchaser together with other goods, not belonging to us, the purchase price claim applies only to the amount considered as assigned to the value of goods.

The Purchaser shall reserve his or her conditional title of the goods to its customers, until they have paid the purchase price, in full.

The Purchaser is authorised to collect the receivables from the sale. At our request, the Purchaser shall inform us about the debtors of the assigned claims. We can inform the debtors of the assignment.

9. Business language

9.1

The business correspondence must be carried out in German and English. Other working languages are allowed, but are not binding.

10. Brands and trademarks

10.1

The buyer may use or register trademarks, trade names and other signs of the manufacturer only with prior written permission and only in the interest of the seller.

11. Performance, Jurisdiction

11.1 Place of performance for delivery is the respective delivery place; the performance place for payments is the bank account of the JNW CleaningSolutions GmbH.

11.2

Jurisdiction is, including for cheques and bills of exchange procedure and the processes involving documents, the each local and competent court applicable to JNW CleaningSolutions GmbH without prejudice to our right to seek redress in a court that is generally competent for the Purchaser's registered office.

12. Applicable law

The legal relations between ourselves and our customer shall be governed solely by German law. The above clause applies to both the conclusion and the execution of the contract.

13. Final clauses

If individual provisions of these general terms and conditions shall become ineffective or are in the course of contract execution, then all remaining terms shall nevertheless remain valid. An ineffective and unenforceable provision shall be considered to be replaced by that effective and enforceable provision which is as close as possible to the economic purpose pursued by the parties with the ineffective or unenforceable provision.