

## General Terms and Conditions of Delivery and Service of the AirSolution GmbH

### § 1 Applicability

1. Any deliveries, services and offers of the AirSolution GmbH (hereafter referred to as the "Seller"), especially for compatible antimicrobial liquids (hereafter referred to as "liquids"), fogging technology (hereafter referred to as the "systems") and services (services), shall exclusively be made or performed on the basis of these General Terms and Conditions of Delivery and Service. These General Terms and Conditions of Delivery and Service shall be part of any contract concluded between the Seller and his clients (hereafter referred to as the "Client") on the deliveries or services offered by the Seller. They shall also apply to any future deliveries, services or offers to the Client, even if not concluded separately again.
2. General terms and conditions of the Client or third parties shall not apply, even if the Seller does not separately reject their applicability in individual cases. Should the Seller refer to a document that includes the general terms and conditions of the Client or a third party, this shall not constitute any consent to the applicability of those general terms and conditions.

### § 2 Offer and Contract Conclusion

1. Any offers of the Seller shall be non-binding, unless expressly described as binding or they include specific acceptance periods. The Seller may accept orders within fourteen days of their receipt.
2. The legal relationship between the Seller and the Client shall be governed exclusively by the purchase contract concluded in writing which shall include these General Terms and Conditions of Delivery and Service. This contract shall fully contain all agreements between the contract parties on the contract object. Oral agreements of the Seller made prior to the conclusion of this contract shall not be legally binding and oral agreements between the contract parties shall be replaced by the written contract, unless binding continuation expressly follows from the agreements.
3. Additions or changes to concluded agreements, including these General Terms and Conditions of Delivery and Service, must be issued in writing to be effective. Except for managing directors or authorized representatives, the Seller's employees may not conclude contrary oral agreements. This written form requirement shall be sufficiently met through telecommunications transmissions, especially by fax or email, if a copy of the signed declaration is provided thereby.
4. Statements of the Seller on the delivery object (e.g., materials, applications, application concentrations, sterilization, services, temperatures, relative humidity, material consumption, application details or technical details) or descriptions of it (e.g., drawings or depictions) shall only be approximate, unless the usability for the contractually intended purpose requires an exact correspondence. They shall not constitute guaranteed characteristics, but descriptions or labeling of the deliveries or services. Customary deviations and deviations due to legal requirements or that represent technical improvements and the replacement of components by equivalent parts shall be permitted if usability for the contractually intended purpose is not impaired.
5. For contracts whose object is the sale of liquids, deliveries shall be made on pallets (= 28x20 liter canisters) or through 1000 liter returnable containers (pallet size) on request.
6. The Seller shall retain title or the intellectual property rights to any offers and cost estimates made by him and any drawings, depictions, calculations, brochures, catalogs, models, tools and other tools or aids provided to the Client. The Client may neither provide these objects as such or their contents to third parties, publish them or use or reproduce them himself or through third parties without the Seller's express permission. On the Seller's demand, the Client must fully return these objects to the Seller and destroy any copies that may have been made if they are no longer needed by the Client for the ordinary course of business or if negotiations do not lead to the conclusion of a contract. However, this shall not apply to the storage of data provided electronically for backup purposes.

### § 3 Prices and Payment

1. Prices shall apply to the service and delivery scope of the respective order confirmation. Additional or special services shall be charged separately. Prices shall be in EURO ex works plus packaging and VAT and, for exports, customs duties and public charges. For contracts on liquid quantities smaller than one pallet size (hereafter referred to as "low quantity"), the Client shall be required to pay a surcharge of 5% of the agreed purchase price for the low quantity in addition to the agreed purchase price.
2. If the agreed prices are based on the Seller's list prices and if a delivery is only to be made more than four months after contract conclusion, the Seller's list prices valid at the time of delivery (respectively minus an agreed percentage or fixed discount) shall apply.
3. Invoices must be paid by the Client without deductions within ten days of the invoice date, unless agreed to otherwise in writing. When payments are made shall depend on their receipt by the Seller. Payments by check shall be excluded, unless agreed to otherwise in individual cases. Should the Client fail to make payments upon becoming due, any outstanding amounts shall bear interest of 5% above the respective base rate p.a. as of their date of maturity; the assertion of greater interest and other damages in case of default shall remain unaffected.
4. Offsetting through counterclaims by the Client or payment retention due to such claims shall only be permitted if the counterclaims are uncontested or have been legally established.
5. The Seller may only perform outstanding deliveries or services in return for advance or security payments or refuse to perform them if circumstances become known to the Seller that may significantly reduce the Client's creditworthiness and threaten payment of the Seller's outstanding claims under the respective contractual relationship (including other individual orders for the same framework contract).

### § 4 Deliveries and Delivery Periods

1. Deliveries shall be made ex works.
2. Delivery periods and dates stated by the Seller for deliveries or services shall only be approximate, unless a fixed period or date has been expressly assured or agreed. If shipping was agreed, delivery periods and dates shall refer to the date of the handover to the shipping company, carrier or other third party commissioned for the transport.

3. The Seller may - irrespective of his rights due to default by the Client - demand extensions or rescheduling of the delivery and service periods from the Client for the period that the Client fails to fulfill his contractual obligations towards the Seller.
4. The Seller shall not be liable for the impossibility of deliveries or delivery delays caused by force majeure or other events unforeseeable during contract conclusion (e.g., operational disruptions of any kind, difficulties obtaining materials or energy, transport delays, strikes, justified lockouts, lack of employees, energy or resources, difficulties with obtaining required official permits, official measures or suppliers providing incorrect or late supplies or none at all) for which the Seller is not responsible. If such events make it significantly more difficult or impossible for the Seller to perform the delivery or service and if the hindrance is not only temporary, the Seller may withdraw from the contract. In case of temporary hindrances, delivery or service periods shall be extended or delayed for the duration of the hindrance plus an appropriate starting period. If acceptance of the delivery or service is not reasonable for the Client due to the delay, the Client may withdraw from the contract by submitting a written declaration to the Seller without delay.
5. Should the Seller default on a delivery or service or should a delivery or service become impossible to perform for the Seller for whatever reason, the Seller's liability shall be limited to damage compensation in accordance with § 8 of these General Terms and Conditions of Delivery and Service.

### § 5 Place of Fulfillment, Shipping, Packaging, Transfer of Risk, Acceptance

1. The place of fulfillment for any obligations under the contractual relationship shall be Bremen, Federal Republic of Germany, unless regulated otherwise. If the Seller is also responsible for installation, the place of fulfillment shall be the place where the installation shall be performed.
2. The shipping method and packaging selection shall be subject to the dutiful discretion of the Seller.
3. Risk shall be transferred to the Client at the latest upon the handover of the delivery object (based on the commencement of the loading process) to the shipping company, carrier or other third party commissioned for the transport. This shall also apply to partial deliveries or if the Seller agreed to additional services (e.g., shipping or installation). Should shipping or the handover be delayed due to circumstances for which the Client is responsible, risk shall be transferred to the Client on the date the delivery object becomes ready to be shipped and the Seller reports this to the Client.
4. The Client shall cover any storage costs after risk has been transferred. Storage fees for storage by the Seller shall be 0.25% of the invoice amount of the objects to be stored per elapsed week. The assertion and proof of further or lower storage costs shall remain reserved.
5. The Seller shall only insure deliveries against theft, breakage and transport, fire and water damage or other insurable risks on the express request and for the account of the Client.
6. Should acceptance be required, the purchase object shall be accepted if
  - the delivery and, if the Seller also agreed to perform the installation, the installation are complete,
  - the Seller informs the Client of this while noting the fictitious acceptance under § 5(6) of the General Terms and Conditions of Delivery and Service and requested acceptance,
  - twelve days have passed since the delivery or installation or if the Client begins to use the purchase object (e.g., commissions delivered systems) and if, in this case, six business days have passed since the delivery or installation and
  - the Client refuses acceptance during this period for a reason other than defects reported to the Seller that significantly impair or make use of the purchase object impossible.

### § 6 Warranty, Material Defects

1. The warranty period shall last for one year following the delivery or, if acceptance is required, following the acceptance. Wear parts are excluded. This period shall not apply to damage claims of the Client due to injuries to life, the body or one's health or due to intentional or grossly negligent breaches of duty by the Seller or his vicarious agents and shall expire in accordance with the statute of limitations.
2. Delivery objects must be carefully inspected without delay upon their delivery to the Client or a third party designated by him. Delivery objects shall be considered to have been approved by the Seller regarding obvious defects or other defects detectable during immediate careful inspection if no defect complaints are submitted to the Seller in writing within seven business days of delivery. For other defects, delivery objects shall be considered to have been accepted by the Client if no defect complaints are submitted to the Seller within seven business days of the discovery of the defect; if the Client should have been able to detect the defect at an earlier date through normal use, the commencement of the reporting period shall be based on this earlier date. On the Seller's demand, delivery objects for which complaints have been submitted must be returned to the Seller with prepaid shipping costs. In case of justified defect complaints, the Seller shall refund the costs for the least expensive shipping method; however, this shall not apply if the costs increase because the delivery object is in a place other than that designated for its use.
3. Should the delivered objects display material defects, the Seller may and must, at his discretion, first provide rectification or a replacement to be selected within an appropriate period. Should rectification fail, i.e., due to the impossibility, unreasonableness, refusal or inappropriate delays of the rectification or replacement, the Client may withdraw from the contract or reduce the purchase price appropriately.
4. Should a defect be due to the Seller's fault, the Client may demand damage compensation under the specific conditions of § 8.
5. In case of defects of components of other producers which the Seller cannot rectify due to licensing or factual reasons, the Seller shall, at his discretion, assert his warranty claims against the producer and suppliers for the Client's account or assign them to the Client. Under the respective conditions and these General Terms and Conditions of Delivery and Service, warranty claims shall only be granted against the Seller if court

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enforcement of the above-stated claims against the producer and supplier is unsuccessful or hopeless, e.g., due to insolvency. For the duration of a legal dispute, the respective warranty claims of the Client against the Seller shall be subject to suspended expiration.

6. No warranty claims shall be granted if the Client alters or has the delivery object altered by a third party without the Seller's permission so that defect rectification becomes impossible or unreasonably difficult. In any case, the Client shall bear any additional defect rectification costs due to the alteration.
7. Any deliveries of used objects agreed to with the Client in individual cases shall be performed under exclusion of any warranty claims for material defects.

### § 7 Property Rights

1. Under this § 7, the Seller shall ensure that delivery objects are free from third-party property rights or copyrights. Each contract partner must notify the other contract partner in writing without delay if claims are asserted against him due to infringements of such rights.
2. Should a delivery object violate third-party property rights or copyrights, the Seller shall either, at his discretion, alter or replace the delivery object so that third-party rights are no longer violated while allowing the delivery object to continue to fulfill its agreed functions or provide the respective usage rights to the Client through the conclusion of a licensing agreement. Should the Seller be unable to do so within an appropriate period, the Client may withdraw from the contract or reduce the purchase price appropriately. Any damage claims of the Client shall be subject to the limitations of § 8 of these General Terms and Conditions of Delivery and Service.
3. In case of rights violations through products of other producers delivered by the Seller, the Seller shall assert his claims against the producer and pre-suppliers for the Client's account or assign them to the Client. In such cases, claims against the Seller shall only be granted under this § 7 if court enforcement of the above-stated claims against the producer and supplier is unsuccessful or hopeless, e.g., due to insolvency.

### § 8 Damage Compensation Liability Due to Fault

1. The Seller's liability for damage compensation, for whatever legal reason, especially due to the impossibility or delay of deliveries or deficient or incorrect deliveries, contractual violations, breaches of duty during contract negotiations and prohibited actions, shall be limited by this § 8 if dependent on fault.
2. The Seller shall not be liable for simple negligence of his bodies, legal representatives, employees or other vicarious agents, except for violations of essential contractual obligations. Essential contractual obligations shall be obligations to deliver and install delivery objects on time, ensuring the freedom from legal defects or other material defects that may impair the functionality or usability of the delivery objects more than insignificantly and advisory, protection and care obligations that assure contractual use of the delivery objects for the Client or protect the lives of and avoid injuries to the Client's employees or protect his property from significant damage.
3. Should the Seller be liable for damage compensation under § 8(2), this liability shall be limited to damages which the Seller foresaw as a possible consequence of contractual violations or should have foreseen by applying due diligence. Indirect damages and subsequent damages due to defects of the delivery object shall only replaceable if such damages are to be typically expected if the delivery object is used as intended.
4. In case of liability for simple negligence, the Seller's compensation obligations for material damages and resulting further asset damages shall be limited to EUR 100,000 per damage case, even for violations of essential contractual obligations.
5. The above-stated liability exclusions and limitations shall apply equally to all of the Seller's bodies, legal representatives, employees and other vicarious agents.
6. Should the Seller provide technical information or advice and should this information or advice not be part of his contractually agreed services, this shall be offered free of charge and under exclusion of any liability.
7. The restrictions of this § 8 shall not apply to the Seller's liability for intent, guaranteed characteristics, injuries to life, the body or one's health or under the German Product Liability Act [Produkthaftungsgesetz].

### § 9 Retention of Title

1. The retention of title agreed to hereafter shall serve to secure any current and future claims of the Seller against the Client from the delivery relationship (including balance claims from current account relationships limited to this delivery relationship).
2. The goods delivered by the Seller to the Client shall remain the property of the Seller until all secured claims have been paid for in full. The goods and the goods taking their place under the following regulations and subject to the retention of title shall be hereafter referred to as the "reserved goods."
3. The Client shall store the reserved goods for the Seller free of charge.
4. The Client may process and sell the reserved goods through the ordinary course of business until the occurrence of an enforcement event (§ 9(9)).
5. Should the Client process the reserved goods, this processing shall be agreed to be performed in the name and for the account of the Seller as the producer and the Seller shall acquire direct ownership or - if the processing uses materials from several owners or if the object's value is greater than that of the reserved goods - co-ownership of the newly created object in the ratio of the value of the reserved goods to the value of the newly created object. Should the Seller not acquire ownership, the Client shall already hereby transfer his future ownership or co-ownership to the newly created object to the Seller - for the ratio described above - as a security. If the reserved goods are merged with other objects into a unified object or combined inseparably and should the other objects be considered to be the main object, the Seller shall, insofar as he owns the main object, hereby transfer his co-ownership of the uniform object to the Client proportionately according to the ratio in Sentence 1.
6. Should the reserved goods be resold, the Client shall already hereby assign any resulting claims against the buyer to the Seller as a security - proportionately according to the Seller's co-ownership share, if the Seller co-owns the reserved goods. The same shall apply to other claims taking the place of the reserved goods or that are created otherwise in relation to the reserved goods, e.g., insurance claims or claims due to

prohibited actions in case of loss or destruction. The Seller shall revocably authorize the Client to collect the claims assigned to the Seller in the Client's own name. The Seller may only revoke this collection authority in case of an enforcement event.

7. Should third parties access the reserved good, especially through seizure, the Client must inform them of the Seller's ownership without delay and notify the Seller of this to allow the Seller to enforce his ownership rights. If the third party is unable to reimburse the Seller for the court or court-of-court costs incurred by the Seller in this relation, the Client shall be liable for the Seller.
8. The Seller shall release the reserved goods and the objects or claims taking their place if their value exceeds that of the secured claims by more than 50%. The Seller may select the objects to be released.
9. Should the Seller withdraw from the contract due to non-contractual behavior of the Client - especially payment default - (enforcement event), the Seller may demand the return of the reserved goods to him.

### § 10 Final Provisions

1. If the Client is a merchant, legal person under public law or special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes that may arise from the business relationship between the Seller and the Client shall be selected at the discretion of the Seller or shall be the registered office of the Client. However, in such cases, Bremen, Federal Republic of Germany, shall serve as the exclusive place of jurisdiction for suits against the Seller. Applicable statutory regulations on exclusive places of jurisdiction shall remain unaffected by this regulation.
2. The relationships between the Seller and the Client shall be governed exclusively by the law of the Federal Republic of Germany.
3. Should the contract or these General Terms and Conditions of Delivery and Service contain regulatory gaps, these gaps shall be closed through valid regulations that the contract partners would have concluded according to the economic aims of the contract and the purpose of these General Terms and Conditions of Delivery and Service had they been aware of the regulatory gap.
4. The Client shall be aware that the Seller saves data from the contractual relationship for data processing purposes in accordance with Section 28 of the German Federal Data Protection Act [Bundesdatenschutzgesetz] and that the Seller reserves the right to provide this data to third parties (e.g., insurance companies) insofar as required for contract completion.

### AirSolution GmbH

Walther-Jacobs-Str. 7  
28309 Bremen  
GERMANY

**Tel.** +49 (0) 421 45855-32

**Fax** +49 (0) 421 45855-33

**Email** office@airsolution.de

**Web** www.air-solution.com