

GENERAL TERMS AND CONDITIONS OF SALE

1. General

- 1.1 These General Terms and Conditions ("Terms") shall apply exclusively to all contracts or agreements with Enswico AG ("Enswico") pursuant to which a customer ("Customer") purchases siphons and respective spare or replacement parts, waterless urinals as well as cleaning equipment ("Products") from Enswico ("Contracts").
- 1.2 In the event of contradictions between a Contract and these Terms, these Terms shall take precedence unless Enswico and the Customer ("Parties") expressly agree otherwise in a Contract. The application of the Customer's general contractual or business terms is hereby expressly excluded unless the Parties expressly agree otherwise in a Contract.

2. Formation of Contracts

- 2.1 Enswico's offers must be in writing and shall be binding for the period or until the deadline specified therein. If an offer does not specify any period or deadline, it is not binding.
- 2.2 Customer's order based on any offer by Enswico must be in writing. The Contracts shall only be formed and become effective ("Effective Date") on the date on which Enswico issues the order confirmation ("Order Confirmation"). If the terms of the Order Confirmation differ from the terms of Enswico's offer or Customer's order, the Contract shall be deemed concluded on the terms provided for in the Order Confirmation unless Customer objects to the Order Confirmation within three (3) calendar days as of receipt thereof.
- 2.3 Modification of, or additions to, any Contract or to these Terms are valid only if accepted in writing by Enswico and apply only to the Contract in question.

3. Prices / Payments

- 3.1 Prices quoted in Enswico's offers and Order Confirmations are exclusive of (a) Value Added Tax and (b) any similar and other taxes, duties, levies or other charges. Enswico will be entitled to charge Customer for all taxes, duties, levies or other charges resulting from the performance of any Contract. The prices are based on delivery in accordance with the delivery terms stated in the Order Confirmation, unless the parties agree otherwise in writing.
- 3.2 In the event that of unforeseen circumstances (including changes in the price of raw materials or legally mandatory changes in expenses, levies or taxes) arising after the Effective Date of the Contract require a change in the price of Products agreed in any Contract, Enswico has the right to adjust prices accordingly. Enswico shall provide Customer with a five (5) calendar days' prior notice of any price adjustment. Customer shall not be entitled to terminate the Contract due to any price adjustments.
- 3.3 Unless otherwise agreed to in writing by the Parties, payment for the Products must be made within the payment period specified in the Order Confirmation. The payment period commences on the date of the relevant invoice. Payments shall be considered as being made if credited to Enswico's account within the payment period specified in the Order Confirmation. In the event that Customer fails to pay in time, Enswico shall be entitled, without further notice, to charge interest of fourteen (14) percent per annum on the unpaid invoice amount. Advance payments do not bear any interest. Customer is not permitted to withhold, defer payment or offset any amount against the payment because of any (alleged) counterclaim or any other reason (including breach of warranty, partial delivery or late delivery) on the part of Customer.
- 3.4 Enswico has the right, at its discretion and prior to any (further) performance under the Contract, to demand advance payment

from Customer or to require Customer to provide appropriate security for such amounts. Enswico has the right to dissolve or suspend (further) performance of the Contract without prejudice to its right to claim separate or additional damages if Customer fails to provide the required security.

4. Obligations of Customer

- 4.1 Upon receipt of the Order Confirmation, Customer shall (i) arrange for all governmental, statutory and other regulatory licences, approvals, authorisations, registrations and consents and (ii) provide Enswico with all the information that may be required for Enswico to duly perform its obligations under the Contract.
- 4.2 Except to the extent otherwise required by applicable law, Enswico shall have no responsibility for the collection, treatment, recovery or disposal of (i) the Products, spare parts or service parts when they are deemed by law to be 'waste' or (ii) any items for which the Products or any part thereof are replacements.
- 4.3 Customer shall not alter, modify, amend, remove, tamper or obliterate any signs, trademarks, names, logos or plaques affixed on the Products by Enswico or Enswico's affiliates. Unless otherwise agreed to in writing by the Parties, Customer shall not be entitled to affix any other signs, trademarks, names, logos or plaques to the Products.

5. Delivery

- 5.1 Unless the parties agreed otherwise in writing, Products shall be delivered in accordance with the delivery terms (Incoterms 2000) to the delivery address and by the delivery method specified in the Order Confirmation. Enswico at all times retains the right to make partial deliveries. Packaging may not be returned to Enswico by Customer.
- 5.2 Unless the parties agree otherwise in writing, all delivery periods or dates specified in any Order Confirmation are to be treated as estimates only not involving any contractual obligations.
- 5.3 The delivery period does not commence until the first business day after Enswico is in the possession of (a) all information, data or resources necessary for the performance of a Contract which must be supplied by Customer; (b) all information to be provided to Enswico by Customer pursuant to Section 4; (c) all licenses, permits or certificates required for the use and the delivery of the Products; and (d) all advance payments and securities requested by Enswico in accordance with Section 3.4.
- 5.4 In the event of Enswico having guaranteed a delivery date in the Contract and the delivery being delayed for more than two (2) weeks, Customer shall be entitled to liquidated damages in the amount of zero point five (0.5) percent of the price for the Products affected by the delay for every full week of delay provided that Enswico is responsible and Customer suffered damage from the delay. The liquidated damages payable under this section shall not exceed the amount of five (5) percent of the price for the Products affected by the delay. Customer shall not be entitled to any other remedies or any damages of any kind, whether express, implied, statutory or otherwise, for or in connection with any delayed delivery unless the damage has been caused gross negligence or by wilful misconduct on the part of Enswico or directors, officers, employees, and contractors.
- 5.5 In the event Enswico is prevented from delivering the Products or assuming any other obligations under any Contract due to reasons or circumstances which Enswico could not reasonably have foreseen and over which Enswico has no control (including events of force majeure such as acts of God; war; epidemics;

- revolutions; fire; explosion; accident; natural disasters; sabotage; governmental decisions or actions; prohibition of exports, import, transit and re-exports or revocation of respective licenses; acts of terrorism; riot or civil commotion; labour conflicts or other disputes; delayed or absence of deliveries by subcontractors; or Customer's failure to comply with its obligations under these Terms or any Contract), the delivery and other obligations of Enswico are suspended during the period such reasons or circumstances persist and for a period of seven (7) calendar days thereafter. In the event that the period during which Enswico is unable to perform its obligations as a result of such reasons or circumstances is longer than thirty (30) calendar days, Enswico will be entitled to dissolve the Contract to the extent affected by such reasons or circumstances without being liable to Customer for damages. Customer will remain liable for any Products delivered by Enswico prior to the Contract being dissolved.
- 5.6 Customer must take possession of the Products upon delivery or have possession taken on its behalf. In the event where Products ready for shipment cannot be dispatched or be delivered due to circumstances attributable to Customer, Enswico shall be entitled to charge Customer for any additional costs and expenses incurred by Enswico including for storing, insurance, transportation until dispatch or delivery becomes possible.
- 6. Warranty**
- 6.1 Unless the Parties agree otherwise to in writing, Enswico represents and warrants that each Product for a period of twelve (12) months as from the date of dispatch to Customer are fit for the intended purpose.
- 6.2 This warranty does not cover:
- defects and failures caused by improperly installed or used Products, unfavourable working or usage conditions, or Products, spare parts and service parts not supplied by Enswico or any third party authorised by Enswico as well as circumstances attributable to Customer or third parties;
 - normal wear and tear;
 - used or improperly stored Products, spare parts or service parts;
 - non-durable materials which are defined as materials with a life-span of less than 12 (twelve) months and/or materials that have been defined as such by Enswico to Customer;
 - Products, spare parts or service parts which come into direct contact with inappropriate chemicals or other substances used on or in connection with the Products.
- 6.3 The warranty becomes void if Customer (i) modifies, maintains or repairs the Products; or (ii) allows modifications, maintenance and repairs to be performed by any third party not authorised by Enswico.
- 7. Remedies**
- 7.1 Upon delivery, Customer shall thoroughly inspect delivered Products for accuracy, completeness and suitability for the intended purpose or have such inspection done. Defects or deficiencies that are or could have been discovered by such inspection must be reported with a detailed written explanation to Enswico within seven (7) calendar days after delivery to Customer, or any rights or remedies in connection therewith shall lapse.
- 7.2 Defects or deficiencies that were not discoverable pursuant to an inspection as set forth in Section 7.1 must be reported with a detailed written documentation and photographs to Enswico by Customer within the warranty period (as defined in Section 6.1), or any rights or remedies in connection therewith shall lapse.
- 7.3 Timely complaints by Customer do not relieve it of the obligation to pay for and receive all delivered Products.
- 7.4 The burden of proof that the delivered Products are inconsistent with any Contract lies with Customer. Customer shall provide Enswico with its full cooperation in investigating the basis of the complaint. If Customer's complaint is determined to be unfounded, Customer shall bear the costs of the investigation.
- 7.5 In case of Enswico's breach of warranty, Enswico shall at its own discretion (a) replace the Products or (b) credit to Customer the purchase price of the Products affected by the breach of warranty. All other representations, warranties, guarantees and remedies of any kind, whether express, implied, statutory, or otherwise, regarding the Products are hereby expressly excluded. Enswico hereby specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. Customer shall, in particular, not be entitled to dissolve or terminate any Contract, nor to any claims for damages for or in connection with any breach of warranty.
- 8. Liability of Enswico**
- The liability of Enswico and their directors, officers, employees, and contractors for any damages, whether derived from torts, breaches of contract, culpa in contrahendo, positive breach of duty or any other legal theory (collectively, the "Damages") under any Contract shall be limited to the aggregate amount of twenty (20) percent of the total value of the Contract having caused the Damages unless the Damages have been caused by wilful intent or gross negligence. To the maximum extent permitted by applicable law, Enswico shall not have any liability to Customer or any of its directors, officers, employees, affiliated companies, suppliers, contractors and shareholders for any lost profits, loss of use, and costs of procurement of substitute goods or services or for any indirect, incidental, punitive or consequential damages.
- 9. Miscellaneous**
- 9.1 The Terms and the Contracts are subject to Swiss law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 9.2 Unless otherwise agreed to in writing by the Parties, all disputes which may arise regarding the Terms and/or any Contract shall be exclusively determined by the courts at Enswico's domicile in Switzerland, without prejudice to the right of Enswico to bring such dispute before a court which would otherwise have jurisdiction absent this provision.
- 9.3 Enswico's failure to exercise, or delay in exercising any right, power or remedy in connection with these Terms or any Contract will not operate as a waiver thereof, nor will any single or partial exercise of any right preclude any other further exercise of such right or the exercise of any other right. Any express waiver of any breach of these Terms or any Contract shall not be deemed to be a waiver of any subsequent breach.
- 9.4 If one or more provisions of these Terms or any Contracts should be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provisions with legally valid provisions matching the economic purpose of the original provisions as close as possible.

* * * * *