

General terms of delivery for use with entrepreneurs

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§ 1 Validity

- 1.1. All deliveries, services and offers of Planet Innovation GmbH (hereinafter “Seller”) are made exclusively on the basis of these General Terms and Conditions of Delivery. These are part of all contracts that the Seller concludes with his contractual partners (hereinafter also referred to as “customers”) for the deliveries or services offered by him. They also apply to all future deliveries, services or offers to the customer, even if they are not agreed separately again.
- 1.2. Terms and conditions of the customer or third parties do not apply, even if the seller does not object to their validity separately in individual cases. Even if the Seller refers to a letter containing or referring to the terms and conditions of the Customer or a third party, there is no consent to it with the validity of those terms and conditions.

§ 2 Offer and conclusion of the contract

- 2.1. All offers of the seller are subject to change and non-binding, unless they are expressly marked as binding or contain a certain acceptance period. The seller can accept orders or orders within one week of receipt.
- 2.2. Additions and amendments to the agreements made, including these General Terms and Conditions of Delivery, must be made in writing in order to be effective. With the exception of managing directors, the

Employees of the Seller are not entitled to make oral agreements deviating from the written agreement. To Preservation of the written form suffices for telecommunications transmission, in any case. by fax or e-mail, provided that the copy of the signed declaration is sent.

- 2.3. The Seller reserves the title or copyright to all offers and quotes made by him. The customer may not make these objects available to third parties, make them available to third parties either as such or in terms of content, or use or reproduce them by third parties without the express consent of the seller. At the seller's request, he shall return these items in full to the seller and destroy any copies made if they are no longer needed by him in the proper course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of normal data backup.

§ 3 Products

- 3.1. The composition, characteristics and correct application of the Seller's products can be found in the respective safety data sheet and product information sheet.
- 3.2. The products Planet Strong (concentrate) and Planet Sensitive (application solution) are active chlorine-based disinfectants and have a chlorine odour. This odour is based on the chemical composition of the products and is safe when used properly.
- 3.3. If the customer applies the Seller's products to items or equipment with metal alloys, he must first carry out a corrosion test. In particular, dosing pumps of dispensers must be subjected to corrosion testing.
- 3.4. Discoloration of surfaces and textiles cannot be excluded from the seller's products when used. It is therefore the customer's responsibility to check the colour fastness and material compatibility in an inconspicuous place, in particular in the case of marble, natural stone or leather, before applying the Seller's products to surfaces and textiles.
- 3.5. Information provided by the Seller on the subject matter of the delivery or service (e.B. composition, concentrations, expiry date) and his representations of the same (e.B. illustrations) are not guaranteed characteristics, but descriptions or markings of the delivery or service. Commercial deviations and deviations that are due to legal regulations or represent technical improvements are permitted, insofar as they do not affect the usability for the contractually intended purpose.

§ 4 Prices and payment

- 4.1. The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services will be charged separately. The prices are in EUR plus Repackaging, shipping, statutory value added tax, customs duties as well as fees and other public charges for export deliveries.
- 4.2. Invoice amounts must be paid immediately after receipt of the goods and the invoice without any deduction, unless otherwise agreed, e.B. that the customer makes the payment before the start of the contractual delivery of the goods by the seller (prepayment). The date of payment shall be made by the seller. Payment by cheque is excluded, unless it is agreed separately in individual cases.
- 4.3. The set-off with counterclaims of the customer or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or legally established or result from the same order under which the relevant delivery was made.
- 4.4. The Seller is entitled to carry out or perform outstanding deliveries or services only against advance payment or security if, after the conclusion of the contract, he becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the customer and which jeopardise the payment of the seller's outstanding claims from the respective contractual relationship (including other individual orders to which the same framework contract applies).

§ 5 Delivery and delivery time

- 5.1. Deadlines and deadlines for deliveries and services promised by the seller shall always be approximate, unless a fixed deadline or a fixed date has been expressly agreed or agreed upon. If shipment has been agreed, delivery times and delivery dates refer to the time of delivery to the forwarding agent, carrier or other third parties entrusted with the transport.
- 5.2. Without prejudice to his rights arising from the customer's delay, the Seller may demand from the Customer an extension of delivery and performance periods or a postponement of delivery and performance dates for the period during which the Customer does not fulfil its contractual obligations towards the Seller.
- 5.3. The Seller shall not be liable for impossibility of delivery or for delivery

delays, insofar as these events (e.B. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary official permits, official measures or failure to supply the goods in time) have been caused by urgent force or other events that cannot be foreseen at the time of conclusion of the contract. , which the seller is not responsible for. If such events make delivery or performance significantly more difficult or impossible for the Seller and the hindrance is not only temporary, the Seller is entitled to withdraw from the contract. In the event of obstacles to temporary duration, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the period of disability plus the duration of the hindrance. a reasonable start-up period. Insofar as the customer cannot be expected to accept the delivery or service as a result of the delay, he can withdraw from the contract by immediately writing to the seller.

5.4. The Seller is only entitled to make partial deliveries if:

- the partial delivery is usable for the customer within the scope of the contractual purpose of destination,
- the delivery of the remaining ordered goods is ensured and
- the customer does not incur any significant additional expenses or additional costs (unless the seller agrees to cover these costs).

5.5. If the Seller is in default with a delivery or service or if a delivery or service becomes impossible for him, for whatever reason, the Seller's liability shall be limited to damages in accordance with Section 10 of these General Terms and Conditions of Delivery.

§ 6 Use and resale

6.1. The customer warrants that he has taken note of the product information and instructions for storage and storage in accordance with Appendix 1. The seller is entitled to update **Appendix 1** after the conclusion of the contract. In the event of an update, the updated version of Appendix 1 shall apply to all obligations of the customer in accordance with this Section 6, unless the customer's obligation to observe the updated version of Appendix 1 is unreasonable for the customer, taking into account the mutual interests and the design of the contractual relationship.

6.2. In the case of self-use of the products, the customer undertakes to

proceed with caution when using the products and to observe the information on the labels as well as the product information of the safety data sheets, the documents made available to the customer and the website of the seller. In addition, the customer agrees to store and store the products according to the information provided. In the case of the update of Appendix 1, the relevant requirements in the updated Appendix 1 shall apply with regard to product information and information on storage and storage.

- 6.3. In the case of the resale of the Seller's products by the Customer, the following regulations apply: The customer must comply with the requirements of Appendix 1. In particular, he shall distribute the Seller's products solely using the names and designations provided for in Appendix 1 and labels of the Seller and shall not use or add any other labels, names and designations. In addition, the customer must market the Seller's products exclusively under the specifications also provided for in Appendix 1. Furthermore, the customer agrees to store and store the products in accordance with the information provided.

§ 7 Exemption

If a third party makes claims against the Seller for the violation of Section 6 or the Regulation (EU) No 528/2012 of the European Parliament and of the Council of 22 May 2012 on the provision on the market and the use of biocidal products in connection with the customer's use or provision of the Seller's products on the market, the Customer indemnifies the Seller from these claims.

§ 8 Place of performance, shipping, packaging, transfer of risk, acceptance

- 8.1. The place of performance for all obligations arising from the contractual relationship is Landesbergen, Lower Saxony, unless otherwise specified.
- 8.2. The shipping method and packaging are subject to the seller's reasonable discretion. Legal requirements for packaging remain unaffected.
- 8.3. The risk shall pass to the customer at the latest upon the handover of the delivery item (wherein the start of the loading process is decisive) to the forwarding agent, carrier or any other third party designated for the execution of the shipment. This also applies if partial deliveries are made or the seller has taken over other services (e.B. shipping). If the

dispatch or handover is delayed due to a circumstance which is caused by the customer, the risk shall pass to the customer from the day on which the delivery item is ready for dispatch and the seller has notified the customer of this.

- 8.4. The shipment is only insured by the seller at the express request of the customer and at the customer's expense against theft, breakage, transport, fire and water damage or other insurable risks.

§ 9 Warranty, material defects

- 9.1. The warranty period is one year from delivery. This period shall not apply to claims for damages by the customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the seller or his vicarious agents, which are time-barred in accordance with the statutory provisions.
- 9.2. The delivered products and articles must be carefully examined immediately after delivery to the customer or to the third party designated by him. They shall be deemed to have been approved by the customer with regard to obvious defects or other defects which would have been apparent in the event of an immediate, careful examination, unless the Seller received a written notification of defects within seven working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the customer if the notification of defects does not reach the seller within seven working days of the date on which the defect was shown; if the defect in normal use was already apparent at an earlier stage, but that earlier date is relevant to the start of the notice period. At the seller's request, a object of delivery must be returned to the seller free of charge. In the event of justified notification of defects, the seller shall reimburse the costs of the cheapest shipping route; this does not apply if the costs increase because the delivery item is located in a place other than the place of intended use.
- 9.3. In the event of material defects in the delivered items, the seller shall first be obliged and entitled to make repairs or replacement smuts after his choice to be made within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay in rectification or replacement delivery, the customer may withdraw from the contract or reduce the purchase price appropriately.
- 9.4. If a defect is due to the fault of the seller, the customer may claim

damages under the conditions specified in Section 10.

- 9.5. In the event of defects in ingredients of other suppliers which the Seller cannot remedy for licensing or factual reasons, the Seller shall, at its option, assert its warranty claims against the manufacturers and suppliers on behalf of the Customer or assign them to the Customer. Warranty claims against the Seller in the case of such defects exist under the other conditions and in accordance with these General Terms and Conditions of Delivery only if the judicial enforcement of the above claims against the manufacturer and supplier was unsuccessful or, for example, due to insolvency, is hopeless. During the duration of the dispute, the limitation period of the relevant warranty claims of the customer against the seller is inhibited.
- 9.6. The warranty is waived if the customer changes the delivery item or has it changed by third parties without the consent of the seller and the rectification of defects is thereby made impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of rectification of defects resulting from the change. The above provisions shall apply in the case of storage or storage of the delivery item in compliance with the seller's requirements.

§ 10 Liability for damages due to fault

- 10.1. The seller's liability for damages, regardless of the legal reason, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations in contract negotiations and tort, is limited in accordance with this section 10, insofar as it is a matter of fault.
- 10.2. The Seller shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, unless this is a breach of essential contractual obligations. The obligation to deliver on time, its freedom from defects of title as well as material defects which affect its functionality or suitability for use are essential, as well as consulting, protective and care obligations, which are intended to enable the customer to use the delivery item in accordance with the contract or to protect the body or life of the customer's personnel or the protection of the customer's property from significant damage.
- 10.3. Insofar as the Seller is liable for damages in accordance with Section

10.2, this liability is limited to damages that the Seller foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which he should have foreseen when applying customary care.

- 10.4. The above exclusions and limitations of liability shall apply to the same extent to the benefit of the Seller's organs, legal representatives, employees and other vicarious agents.
- 10.5. Insofar as the seller provides technical information or acts as an adviser and this information or advice does not belong to the contractually agreed scope of services owed by him, this is done free of charge and to the exclusion of any liability.
- 10.6. The limitations of this Section 10 do not apply to the Liability of the Seller for intentional conduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

§ 11 Ownership

- 11.1. The goods delivered by the seller to the customer remain the property of the seller until all secured claims have been paid in full. The goods as well as the goods that replace them in accordance with the following provisions and are covered by the retention of title are hereinafter referred to as "goods subject to retention of title".
- 11.2. The customer is entitled to process and sell the goods subject to retention of title in the proper course of business until the case of exploitation (Section 11.5) occurs. Pledges and transfer of security are not permitted.
- 11.3. In the event of the resale of the goods subject to retention of title, the customer shall already assign to the seller the resulting claim against the purchaser – in the case of co-ownership of the reserved goods in proportion to the co-ownership share – to the seller. The same applies to other claims that replace the reserved goods or otherwise arise with respect to the reserved goods, such as B. insurance claims or claims arising from tort in the event of loss or destruction. The Seller revocably authorizes the Customer to collect the receivables assigned to the Seller in his own name. The seller may revoke this direct debit authorisation only in the event of exploitation.
- 11.4. Third parties access the goods subject to retention of title, in any regard. by attachment, the customer will immediately inform them of the seller's property and inform the seller thereby in order to enable him to

enforce his property rights. If the third party is not able to reimburse the seller for the legal or extrajudicial costs incurred in this connection, the customer shall be liable to the seller for this.

- 11.5. If the seller acts in the event of the customer's conduct in breach of the contract, in any case. Late payment – back from the contract (case of utilization), he is entitled to demand the goods subject to retention of title.

§ 12 Final provisions

- 12.1. If the customer is a merchant, a legal entity under public law or a special fund under public law or if he does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between the seller and the customer shall be at the discretion of the seller Landesbergen, Lower Saxony, or the registered office of the customer. In these cases, however, the exclusive place of jurisdiction for actions against the seller is Landesbergen, Lower Saxony. Mandatory statutory provisions on exclusive jurisdictions remain unaffected by this provision.
- 12.2. The relations between the seller and the customer are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.
- 12.3. Insofar as the contract or these General Terms and Conditions of Delivery contain loopholes in the rules, those legally effective regulations which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had known about the loophole shall be deemed to have been agreed upon in order to fill these gaps.
