

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR BUSINESS CUSTOMERS

of hollu Systemhygiene GmbH

1. General information

- 1.1. The General Terms and Conditions of Sale and Delivery for Business Customers apply to all legal relationships between hollu Systemhygiene GmbH and its business customers.
- 1.2. All services (which includes the delivery of goods and the provision of services) provided to customers by hollu Systemhygiene GmbH are exclusively on the basis of the following General Terms and Conditions of Sale and Delivery. These General Terms and Conditions of Sale and Delivery are explicitly acknowledged when the order is placed with us.
- 1.3. The customer's terms and conditions of purchase that conflict with our terms and conditions are not binding on us, even if they form the basis of the order and we have not explicitly objected to their content.
- 1.4. Our cost estimates are non-binding unless we have explicitly stated that they are binding and, unless a different date is given, are valid for 1 month from the date of issue. If key factors in the price calculation change, we are generally entitled to increase prices agreed as binding in line with the additional charges.
- 1.5. Orders placed are only deemed to have been accepted by us if we have acknowledged the acceptance in writing or deliver the goods or provide other services (implied acceptance).
- 1.6. Any printing errors, obvious errors, typographical or arithmetic errors are not binding for us.

2. Conclusion of contract

- 2.1. Only individuals who have reached the age of 18 and do not have diminished legal capacity at the time the contract is concluded are entitled to conclude a contract.
- 2.2. By ordering goods via the online shop, the customer implicitly makes a binding offer to conclude a purchase contract based on these General Terms and Conditions of Sale and Delivery.
- 2.3. The customer confirms that they are a business customer by entering a valid VAT number when placing an order through the online shop.

3. Delivery times

- 3.1. All items will be delivered immediately from stock if available and only while stocks last.
- 3.2. The delivery time is usually a maximum of 5 working days from receipt of the order, although partial deliveries are permitted. Specification of the delivery time is non-binding unless there is a written agreement that states otherwise.
- 3.3. In the event of delays in delivery, such as force majeure, traffic disruptions and orders from higher authorities, as well as other events for which hollu Systemhygiene GmbH is not responsible, such as strikes, fire, storms or delivery delays on the part of sub-suppliers, no claim for damages can be asserted against hollu Systemhygiene GmbH.
- 3.4. If delivery is delayed by upstream suppliers for reasons not attributable to hollu Systemhygiene GmbH, and the delivery does not take place (impossibility), hollu Systemhygiene GmbH will not be responsible for this circumstance.
- 3.5. If an agreed delivery date is not observed, the customer will not be released from the obligation to accept the delivery.

4. Delivery and shipping

- 4.1. Deliveries are made freight prepaid using our own delivery vehicles. For orders with a value of less than EUR 150.00 (excluding VAT), a fixed transport surcharge of EUR 18.50 excluding VAT will be charged, regardless of the number and weight of the items.
- 4.2. If delivery is made by a freight forwarder or parcel service, the customer will be charged transportation costs, unless otherwise agreed.
- 4.3. In the event that the goods are transported by a third party to a location other than the place of performance at the customer's request, responsibility for the goods shall pass to the customer at the time they are handed over to the forwarding agent, the carrier, or the individual assigned to carry out the shipment (Section 429 of the Austrian Commercial Code (Unternehmensgesetzbuch, UGB)).
- 4.4. The customer is obliged to check the goods for completeness on acceptance. Any later assertion of quantitative defects is excluded.

5. Return of goods

- 5.1 Replacement services (credit or replacement goods) for returned goods will only be provided if the following criteria apply:
 - a. the goods are in their original packaging, complete, undamaged and unused; and
 - b. the goods are not older than 2 months.
- 5.2 If a credit note is issued, the customer will be charged 7% of the original purchase price in the form of a handling fee and this fee will be deducted from the credit note.
- 5.3 Opened containers, expired goods or products older than 2 months are accepted as a return and disposed of as a service for our customers in Austria. A fixed disposal fee of EUR 36 will be charged for disposal. This only applies to our own products. Merchandise must be disposed of by the customer. Additional compensation is excluded. In the event of company liquidations/closings, goods cannot be returned.
- 5.4 Special regulation for personalised BRIX system hygiene trollies:
These system hygiene trollies, which are specially customised and assembled to meet the requirements of a specific customer, cannot be returned.

6. Prices and payment

- 6.1 All prices shown in our price lists and in the online shop are quoted exclusive of statutory VAT, unless it is separately stated that prices include VAT.
- 6.2 Prices may be changed without prior notice.
- 6.3 As the online shop is continuously updated, information provided at an earlier point in time regarding the price and quality of the goods becomes invalid. Errors and printing errors remain reserved. The price shown when the customer submits their offer is binding for invoicing purposes.
- 6.4 The customer is obliged to pay the invoice amount in full within 10 days of the invoice date.
If an electronic invoice is agreed upon, the payment term is extended to 14 days net or 10 days and 2% discount.
If a direct debit is agreed, the discount increases to a 3% discount.
The time limit for payment will be extended to 20 days if electronic invoicing and direct debit are agreed upon.
The payment terms shown are uniformly applicable to all hollu services, with the exception of hollu Academy Classroom Training Courses. This includes hollu products, merchandise, AWT/S&M services, and digital NOA products.
Payment for hollu Academy Classroom Training Courses is due in full 30 days prior to the course start date.
- 6.5 If the customer does not meet their payment obligations in accordance with Section 6.4, late-payment interest within the meaning Section 1000 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) will be charged. The right to possibly assert further claims for damages remains unaffected.
- 6.6 In the event of default in payment, the customer shall reimburse all costs necessary for appropriate legal action (in particular reminder fees and collection costs pursuant to Section 1333 (2) ABGB).
- 6.7 Cash payments made to our employees for invoices are only considered to discharge the customer's debt in the case of cash on delivery orders or after presentation of authority to collect.

7. Retention of title, rental equipment

- 7.1 Until full payment has been made, the delivered goods remain the property of hollu Systemhygiene GmbH (retention of title). If the goods delivered by us are resold, the buyer accepts the sales proceeds as our trustee.
- 7.2 The dosing systems provided as rental equipment remain the property of hollu Systemhygiene GmbH.
- 7.3 If the business relationship is terminated, the dosing system provided as rental equipment will be properly disassembled by our employees. Disassembly by the customer is only permitted with our prior written consent. If the dosing system is not in the condition that it should be as per normal wear and tear, hollu Systemhygiene GmbH is entitled to claim for the resulting damage.

8. Right of cancellation

- 8.1 We reserve the right to demand security for our consideration if it becomes known after conclusion of the purchase contract that the buyer is in a difficult financial position. If such security is not provided within the agreed period, we may withdraw from the contract (Section 1052 ABGB).

9. Guarantee

- 9.1 Before using the products, the customer is obliged to read and follow the safety data sheet and the product information, available at www.hollu.shop, and the safety and operating instructions attached to the product.
- 9.2 Dosing systems are set up by hollu Systemhygiene GmbH employees. These systems may not be altered by customers or used with non-hollu products.
- 9.3 For the disinfection required in washing programmes, the customer must ensure that the washing machines and dishwashers they use actually reach the stipulated temperatures by carrying out ongoing checks. If the stipulated temperature is not reached, disinfection will either not take place or it will be inadequate. In the event of non-compliance, the customer loses all guarantee and compensation claims against hollu.
- 9.4 In accordance with Section 377 UGB, the customer is obliged to inspect the delivered goods immediately upon delivery and to notify hollu Systemhygiene GmbH in writing (at least within one week) of any defects identified (notification of defects). Should this obligation to inspect and give notice of any defects be breached, the goods shall be considered approved."
- 9.5 If, at a later date, the customer finds that the goods are defective (hidden defect), it is obliged to notify hollu Systemhygiene GmbH immediately after discovering such a defect.
- 9.6 If the customer fails to report a defect in writing in a timely manner, the goods are deemed to have been approved and the right to a guarantee and compensation no longer applies.
- 9.7 hollu Systemhygiene GmbH must be given the opportunity to review the complaint. The customer is obliged to ensure the temporary storage of the goods in question at its own expense.
- 9.8 The defective goods must be returned in accordance with the statutory regulations.
- 9.9 Damage caused by the customer through improper or non-compliant handling or storage is not considered to equate to defective goods. The deciding factor for improper or non-compliant handling or storage is the information provided by the manufacturer of the goods (for chemicals, this includes the currently valid safety data sheets published on our website www.hollu.shop, among other things).
- 9.10 The guarantee does not cover parts that are subject to natural wear and tear.
- 9.11 The guarantee period is two years and begins on receipt of the goods.
- 9.12 In any case, the guarantee expires in the event of interventions, repairs or attempted repairs by the buyer or third parties not authorised by hollu Systemhygiene GmbH.
- 9.13 When purchasing used goods, the customer is not entitled to a guarantee.
- 9.14 Any additional contractual guarantee agreements for cleaning machines and automatic cleaning machines remain unaffected by this regulation.

10. Limitation of liability

- 10.1 Unless otherwise stated below, further claims by the customer are excluded, regardless of the legal grounds. As such, hollu Systemhygiene GmbH is not liable for damage that did not occur on the actual delivery item; in particular, hollu Systemhygiene GmbH is not liable for lost profits or other financial losses suffered by the customer. If contractual liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

10.2 The above limitation of liability does not apply if the cause of the damage is based on intent or gross negligence or if personal injury has occurred.

11. Data protection

11.1 The customer agrees to their personal data, as received by hollu Systemhygiene GmbH as part of the business relationship, being stored and processed electronically. This agreement also applies to automated data collection when our technical systems are used by the customer.

11.2 Please note that data collected under this provision is collected and processed for the purpose of providing services, in particular for the purpose of order processing and accounting, as well as for marketing purposes.

12. Place of performance and jurisdiction

12.1 Unless otherwise agreed, the place of performance is 6170 Zirl; the place of jurisdiction is the regional court in 6020 Innsbruck, Austria.

12.2 Austrian law applies to all disputes that may arise from this legal relationship, excluding the conflict of law rules. The application of UN Convention on Contracts for the International Sale of Goods is excluded.

13. Severability clause

13.1 Should a provision of these General Terms and Conditions of Sales and Delivery be invalid for whatever reason, the validity of the remaining provisions will remain unaffected. Without exception, oral agreements must be confirmed in writing to be effective.

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