

General Terms of Sale

Scope

These General Terms govern all the supply relations between the parties. If there are any exceptions agreed in writing, these terms shall continue to apply to the parts that have not been subject to express exception. Any general terms of purchase drawn up by the Purchaser shall not apply in the relations between the parties unless expressly accepted in writing by **NDW NEUE DUSCHENWELT AG**, and in any case shall not invalidate the validity of these General Terms with which they will have to be coordinated.

Formation of the contract

The acceptance by the Purchaser of the offer or confirmation of the order by **NDW NEUE DUSCHENWELT AG**, regardless of how it is done, shall mean that these General Terms of Sale shall apply. Offers made by agents, representatives or sales assistants of **NDW NEUE DUSCHENWELT AG** shall not tie or bind it until **NDW NEUE DUSCHENWELT AG** itself has confirmed them in writing.

The validity of the offers of sale made by **NDW NEUE DUSCHENWELT AG** is linked to the daily quotation of the raw materials from when the offers are made and limited to the entire supply of the amount quoted in them.

Any requests to withdraw from the contract entered into will have to be formalised within 7 working days (Saturday is not considered to be a working day) by registered letter with notice of receipt, to the following address:

NDW NEUE DUSCHENWELT AG --- full address

Prices – Payments

The prices of the products refer to the offer accepted by the Purchaser or the issue of an order confirmation by **NDW NEUE DUSCHENWELT AG**; the prices indicated will always be the net prices, without VAT added.

The product prices will always be understood to include the delivery costs unless otherwise agreed in writing between the parties. Payments will have to be made in accordance with the instructions contained in the offer of sale or the order confirmation.

Payments of any other amounts due for any reason to **NDW NEUE DUSCHENWELT AG** will have to be made to its domicile. Any payments made to agents, representatives or sales assistants of **NDW NEUE DUSCHENWELT AG** will not be considered to have been made, and will therefore not release the purchaser from its obligations until it receives the applicable amounts.

Payments will be made in euros unless otherwise agreed.

Prices expressed in other currencies besides euros may be subject to variations in relation to exchange rate fluctuations.

Any delays or irregularities in the payments will give **NDW NEUE DUSCHENWELT AG** the right to:

- stop the pending orders even if they do not relate to the payment in question;

- change the payment or discount mechanisms for subsequent orders, including by requiring upfront payments or issuing other guarantees;
- request, starting from the payment due date and without the need for a formal notice of default, default interest on the amount still due, at the rate provided for by prevailing laws for business transactions (Legislative Decree 231/2002 as amended), subject, in any case, to **NDW NEUE DUSCHENWELT AG's** right to request compensation for any greater loss suffered.

In addition, in said cases, any amounts due for any reason to shall become immediately payable. The Purchaser will have to make full payment for the products even if objections, disputes or conflicts should arise that will only be settled after payment of the amounts due.

Retention of title

Our company shall retain ownership of the goods until the related invoice has been fully paid. The customer will do everything considered necessary to establish valid retention of title in favour of our company in its country in the most extensive form possible.

Delivery

Unless otherwise agreed, the supply of Products will be delivered to the customer's address. If the Purchaser is not up to date with its payments for other goods supplied, the terms of delivery shall not take effect and **NDW NEUE DUSCHENWELT AG** may delay the deliveries up until the Purchaser has paid the amounts due. The Purchaser will allow **NDW NEUE DUSCHENWELT AG** the standard tolerance levels on the quantities delivered. If, for reasons that cannot be attributed to **NDW NEUE DUSCHENWELT AG**, the Purchaser does not take delivery of the products, **NDW NEUE DUSCHENWELT AG**, subject to notifying the Purchaser, may store them and charge the Purchaser for all costs incurred.

Justifiable delays

NDW NEUE DUSCHENWELT AG shall not be responsible for the failure to duly fulfil its contractual obligations to the extent that said non-compliance results, directly or indirectly, from:

1. reasons that cannot be attributed to it and/or reasons of force majeure;
2. actions (or omissions) of the *Purchaser* including the failure to send the information and the approvals needed to **NDW NEUE DUSCHENWELT AG** to continue with its work and the consequent supply of the products;
3. failure to comply with the payment terms by the Purchaser;
4. inability to obtain the materials, components or services needed to perform the work and supply the products. If any of the above-mentioned situations should occur, **NDW NEUE DUSCHENWELT AG** will notify the Purchaser and also inform it of what delays may be incurred and the new date of delivery. If the delay by **NDW NEUE DUSCHENWELT AG** was caused by actions or omissions of the Purchaser, or by specific work of other contracting parties or suppliers of the Purchaser, **NDW NEUE DUSCHENWELT AG** will also have the right to a fair review of the price.

Technical standards and responsibilities

The products supplied shall comply with the law and technical standards in effect in ...(Country)...therefore, the Purchaser will be responsible for checking any differences between the standards of the ..(Country)... and those of the country where the products are being sent, releasing **NDW NEUE DUSCHENWELT AG** from liability. **NDW NEUE DUSCHENWELT AG** guarantees the performance of the products it manufactures solely and exclusively in relation to uses, purposes, applications, tolerances etc. that it expressly indicates.

Moulds and equipment

The customer, if required in the offer or the order confirmation, will have to give our company a “Contribution to feasibility study expenses” for:

- A) all expenses incurred by our Technical Department for the industrialisation of the products commissioned. A significant portion of said expenses is attributable to the feasibility study and the design of the equipment needed for production;
- B) the costs incurred by our company to guarantee the following services:
 - use of the applicable equipment exclusively for the customer who made the contribution,
 - keeping said equipment in working order and always ready for use through ordinary and extraordinary maintenance,
 - gratuitous repair of the equipment if it breaks and/or wears out.

In any case, the equipment will be owned exclusively by us; if the customer wishes to purchase the exclusive ownership, we shall formulate the offer for sale.

Compensation for damages

The liability of **NDW NEUE DUSCHENWELT AG**, whether arising from the performance or failure to perform the contract, the guarantee, unlawful actions or arising from objective responsibility, may never exceed the value of the product to which said liability is linked in any case. **NDW NEUE DUSCHENWELT AG** shall never be liable for loss of earnings or lost profit or for the non-use or maintenance downtime of the product or any related machinery, for complaints *by the Purchaser* and/or third parties related to said damages or for any other damage including indirect or consequential.

Confidentiality

The Purchaser agrees to process the information / data / drawings / know how / documentation received and/or learned from **NDW NEUE DUSCHENWELT AG** as confidential, to limit the use of said confidential information / documents and related access to purposes related to the performance of the contract.

The confidential information/ documentation may not be copied without the prior written agreement of **NDW NEUE DUSCHENWELT AG** and all copies will be immediately returned at the request of **NDW NEUE DUSCHENWELT AG**

Applicable law and jurisdiction

These General Terms and related supply contracts will be governed by the law of
...(Country)...

The Court of ..(town) will have exclusive jurisdiction over any disputes relating or in any case linked to the contracts to which these General Terms apply.