

General Terms and Conditions REBECCA FILTER® GmbH

Section 1 Scope of the General Terms and Conditions

(1) All deliveries and services of REBECCA FILTER are exclusively subject to the following General Terms. These apply for all business transactions with the customer, even if they are not referred to in subsequent contracts. These General Terms shall be deemed accepted at the latest upon accepting the goods or services. They also apply in case the customer refers to their own General Terms prior to and/or during the conclusion of a contract or in a letter of confirmation, unless REBECCA FILTER expressly agreed to these other terms.

(2) In case REBECCA FILTER does not utilise any of the regulations of these General Terms and Conditions at some point, this does not mean that REBECCA FILTER will not utilise the respective regulation in the future.

(3) All agreements made between REBECCA FILTER and the customer with the purpose of executing this contract or made in its connection shall be made in writing.

(4) The General Terms and Conditions of REBECCA FILTER shall apply to businessmen and consumers.

Section 2 Offers and Conclusion of Contract

(1) Any offers submitted by REBECCA FILTER are non-binding and without commitment. REBECCA FILTER is bound to offers for one month from the offer date. Orders and oral offers are only binding for REBECCA FILTER, provided they were confirmed by REBECCA FILTER in writing. Confirmations deviating from the customer's order shall become binding, unless objected to at once.

(2) Drawings, images, measurements, weights, standards, technical and other service-related data are only binding subject to the written confirmation of REBECCA FILTER. Any application-related details or appropriate recommendations provided by REBECCA FILTER in connection with the contract do not constitute any guarantees. The customer is rather obliged to make their own efforts to review the appropriateness of the item purchased from or the service provided by REBECCA FILTER as well as the aforementioned details and recommendations for the customer's intended purpose. A consulting contract beyond the contract is only entered into subject to an express written agreement.

Oral side agreements are only effective subject to the written confirmation of REBECCA FILTER. REBECCA FILTER does neither assume any liability for print errors or other errors in the catalogue, in brochures and other documents nor for any errors on the website.

(3) REBECCA FILTER reserves the right to make design changes at any time. REBECCA FILTER is, however, not obliged to make such changes to goods already delivered. If a design change is implemented between the conclusion of a contract and the delivery or handover of the goods or the provision of the service, the customer is not entitled to withdraw from the contract, if the design change was necessitated by a change in the legal situation and/or a change in other technical standards (DIN, TA, etc.).

(4) The employees of REBECCA FILTER are not authorised to make oral side agreements or oral assurances beyond the content of the written contract.

Section 3 Prices

(1) The prices indicated in the order confirmation provided by REBECCA FILTER apply. Any additionally commissioned services and deliveries, e.g. packaging, transportation and insurance, are in each case invoiced separately. The prices are exclusive of the statutory value-added tax applicable in Germany. This tax is charged for deliveries to other EU member states, provided the customer's VAT ID number is not available.

Section 4 Terms of Payment

(1) Unless otherwise agreed on, the invoices prepared by REBECCA FILTER are payable in full within 30 days from the invoice date. New customers and international customers shall pay in advance on request of REBECCA FILTER.

(2) REBECCA FILTER is entitled to use received payments for the customer's older debts irrespective of any contrary provisions set by such customer. REBECCA FILTER shall in this case inform the customer of the type of offsetting. If expenses or interest already accrued, REBECCA FILTER is entitled to initially use the payment for the expenses, then for the interest and ultimately for the main service.

(3) A payment is only deemed effected as soon as REBECCA FILTER is able to dispose of the amount. In case of payment by cheque, the payment is only deemed effected upon the cheque being cashed.

(4) If the customer falls behind on their payments, REBECCA FILTER is entitled to levy interest in the amount of 9 percentage points above the base interest rate from the beginning of the default as fixed damages. The damages shall be charged in a lesser amount, provided the customer proves a lower burden; REBECCA FILTER is entitled to prove higher damage.

(5) If REBECCA FILTER becomes aware of any circumstances which put the creditworthiness of the customer into question, in particular in case a bank does not cash a cheque or in case the customer ceases payment, REBECCA FILTER is entitled to declare the entire residual debt payable, even if they accepted any cheques. REBECCA FILTER is in this case also entitled to demand payment in advance or collateral.

Section 5 Delivery (Location, Date, Other Terms)

(1) The place of performance is the registered office of REBECCA FILTER. If the goods are delivered to the customer or to a location specified by the customer, or if the ordered service is rendered there, REBECCA FILTER will invoice the relevant costs separately to the customer. REBECCA FILTER reserves the right to choose the means of transport (e.g. forwarding agent, parcel service, etc.). If the place of delivery or performance specified by the customer changes, the customer shall notify REBECCA FILTER thereof in a timely manner prior to the delivery. Should the customer neglect to notify REBECCA FILTER or not notify REBECCA FILTER in time, the customer shall reimburse REBECCA FILTER any consequential damage, including but not limited to any increased transportation costs and other costs.

If the customer or the recipient designated by the customer does not accept the goods or services without justification, or if the customer or the recipient designated by the customer is not present at the delivery or performance location at the indicated delivery or performance time, the customer shall reimburse REBECCA FILTER any consequential costs, including but not limited to transportation costs. In this case, REBECCA FILTER and the customer shall agree on a new delivery or performance time.

If REBECCA FILTER is obliged to provide its services at a location specified by the customer, the customer shall be responsible for ensuring safe access to this location and for this location being suitable for the safe unloading of goods.

(2) Delivery dates and delivery times must be agreed in writing.

(3) REBECCA FILTER shall not be liable for delays in delivery and performance due to force majeure events or due to events which not only temporarily make the delivery or performance more difficult or impossible – including but not limited to strike, lockout, administrative orders, interruption of communications, floods, etc., and also in case these affect a supplier of REBECCA FILTER or one of their subcontractors – even in case binding deadlines and dates were agreed on. They entitle REBECCA FILTER to postpone the delivery or service for the duration of the impairment plus an appropriate starting time or to fully or partially withdraw from the contract with regard to the as of yet unfulfilled part.

(4) Should the impairment last longer than three months, the customer is entitled to withdraw from the contract with regard to the as of yet unfulfilled part subject to an appropriate grace period. If the delivery term is extended or if REBECCA FILTER is released from their obligation, the customer is not entitled to assert any claims for damages in this connection. Section 9 applies respectively. The customer is entitled to have any advance payments reimbursed. REBECCA FILTER may only invoke the aforementioned circumstances, provided the customer is notified immediately.

(5) Provided that REBECCA FILTER is responsible for the non-compliance with binding deadlines and dates or is in arrears, the customer is entitled to a delay compensation in the amount of 0.5% for each completed week of the delay, whereas the total amount shall not exceed 5% of the invoice value of the deliveries and services affected by the delay. Any further claims are excluded, unless the delay is due to at least grossly negligent conduct by REBECCA FILTER. Section 9 further applies for the limitation of liability. The customer is further entitled to withdraw from the contract, provided they granted REBECCA FILTER an appropriate grace period in advance and in written form.

(6) REBECCA FILTER is entitled to effect partial deliveries and perform partial services at any time, unless the partial delivery or partial service is not in the interest of the customer.

(7) Compliance with the delivery and performance obligations by REBECCA FILTER requires the timely and proper fulfilment of the customer's obligations.

(8) If the customer is in default of acceptance, REBECCA FILTER is entitled to have the damage thus incurred reimbursed. This in particular refers to stand, maintenance and storage costs. The risk of the accidental deterioration and accidental destruction is transferred to the customer upon the occurrence of the default of acceptance.

Section 6 Transfer of Risk

The risk is transferred to the customer after the handover of the goods. In case of dispatching sales, the risk is transferred to the customer as soon as the consignment was handed over to the person carrying out the shipping or as soon as the goods left the storage of REBECCA FILTER or the storage of the supplier of REBECCA FILTER for dispatch. If the shipment is delayed at the request of the customer, the risk is transferred to the customer upon notification of readiness of shipment.

Section 7 Retention of Title

(1) Until all claims were settled (including all outstanding current account balances as well as any claims from transportation services) to which REBECCA FILTER is entitled for any legal reason against the customer now or in the future, REBECCA FILTER shall receive the following collateral, which REBECCA FILTER shall release on request at their own discretion, provided their value exceeds the claims by more than 20% in the long term.

(2) The delivered goods remain property of REBECCA FILTER. The customer stores the property of REBECCA FILTER for safekeeping free of charge. Any goods REBECCA FILTER has ownership of, are hereinafter referred to as Reserved Goods.

(3) The customer is only entitled to process and sell Reserved Goods after they were paid for. Pledges or assignments as security are prohibited. In case the customer resells the Reserved Goods even though they were not paid for, they already now transfer the claims related to the Reserved Goods (including any outstanding current account balances) and arising from the resale or for any given legal reason (insurance, unauthorised action) in their entirety to REBECCA FILTER as collateral. The customer is not authorised to collect on the claims.

(4) If any third parties access the Reserved Goods, particularly by means of a seizure, the customer shall point out the property rights of REBECCA FILTER and notify REBECCA FILTER immediately in order for REBECCA FILTER to be able to assert their property rights. If the third party is unable to reimburse REBECCA FILTER the court fees or extrajudicial fees arising in this connection, the customer shall be held liable.

(5) In case of any violations of the contract by the customer – particularly in case of a payment default and of a material deterioration of assets – REBECCA FILTER is entitled to withdraw from the contract and demand for the Reserved Goods to be handed over. The customer shall bear the costs incurred by the handover of the goods.

Section 8 Warranty

(1) The products are delivered free of fabrication and material defects. The grace period for the statute of limitations of any claims due to faulty goods or services is one year from the delivery of the products or from accepting the service. This respectively applies to the customer's right to reduce the purchase price or to withdraw from the contract.

(2) If the operating and maintenance instructions of REBECCA FILTER are not followed, if any changes are made to the products, if any parts are exchanged or if consumable supplies which do not correspond to the original specifications are used, any claims for product defects lapse, in case the customer is unable to disprove a duly substantiated statement, according to which the defect was only caused by one of these circumstances.

(3) The customer shall examine the delivered goods or the rendered services immediately upon delivery or after the services were rendered. In case of an intended processing, this examination obligation also comprises the appropriateness of the goods or services for the intended use. The customer shall immediately notify REBECCA FILTER in writing of any defects or complaints related to the quantity, yet no later than within five days after receiving the goods or after the services were rendered. Any defects which could not be detected within this period despite a diligent examination shall be reported to REBECCA FILTER immediately in writing upon their discovery.

(4) In case the customer claims that the products of REBECCA FILTER are defective, REBECCA FILTER is free to demand for the following steps to be taken for the account of REBECCA FILTER:

- The defective part or device shall be sent to REBECCA FILTER for repairs and to be returned subsequently.
- The purchase price or the compensation shall be reduced.

If the customer demands that the corrective measures are conducted at a location chosen by the customer, REBECCA FILTER may grant the customer's request; in this case, exchanged parts are not invoiced, whereas the work time and travel expenses incurred shall be paid at the REBECCA FILTER standard rates.

(5) Exchanged parts become the property of REBECCA FILTER.

(6) If REBECCA FILTER decides to implement improvements, and if these improvements are unsuccessful after observing an appropriate grace period, the customer may choose between the compensation being reduced and withdrawing from the contract. Unless provided for otherwise below, further claims of the customer – irrespective of legal grounds – are excluded. Accordingly, REBECCA FILTER shall not be liable for damages other than to the delivered object itself, especially not for loss of profit or other pecuniary losses of the customer.

(7) Any liability for normal wear and tear is excluded.

(8) Only the customer may assert claims for defects against REBECCA FILTER, whereas any such claims cannot be assigned.

(9) This paragraph only applies to water dispensers and accessories: We do not assume any liability for defects and damage caused by calcification, unsuitable or improper use, non-compliance with instructions for use, maintenance instructions or faulty or negligent handling.

(10) If the damage was caused by intentional action or through gross negligence, REBECCA FILTER shall assume liability as provided for by law. This also applies if the customer demands compensation instead of performance due to failure to provide a feature of the item guaranteed by REBECCA FILTER.

(11) If REBECCA FILTER culpably violates an essential contractual obligation, liability is limited to the damage that can be typically expected under the contract and liability is excluded in all other cases. Essential contractual obligations in terms of these General Terms and Conditions are deemed violated if REBECCA FILTER violates any obligations on proper fulfilment of which the customer relies and may rely because they are essential to the contract.

Section 9 Liability

(1) Any claims for further damages exceeding the provisions of section 8 clause 6, are excluded, independent of the legal nature of the asserted claims.

(2) The provision set out in clause 1 shall not apply to claims under product liability law. Furthermore, it shall not apply if REBECCA FILTER is liable for injury to limb or health for other legal reasons.

(3) Unless the limitation of liability according to section 8 clause 6 applies to claims under manufacturer liability law in accordance with section 823 BGB [Bürgerliches Gesetzbuch, German Civil Code] due material damage, liability of REBECCA FILTER is limited to any compensation paid by the insurance. If no compensation is paid or if compensation is paid only in part, REBECCA FILTER is liable for an amount equal to the limit of indemnity.

(4) The provision set out in clause 1 shall also not apply in case of initial inability or impossibility that REBECCA FILTER is responsible for.

(5) Insofar as the liability assumed by REBECCA FILTER is excluded or limited, this also applies to personal liability of the employees, staff, representatives and agents of REBECCA FILTER.

Section 10 Offsetting Ban, Right of Retention and Exclusion of Assignments

The customer only has a right of offsetting, retention or reduction, even in case notices of defect or counterclaims are asserted, provided that the counterclaims were legally established or are undisputed. However, the customer also has a right of retention due to counterclaims from the same contractual relationship. Any claims and other rights of the customer arising from and in connection with this contract cannot be assigned without the approval of REBECCA FILTER.

Section 11 Business with consumers

(1) If the customer is a consumer, as the legal transaction can neither be attributed to their commercial nor their self-employed professional activity, they are entitled to withdraw from the contract in textual form (e.g. letter, email, fax) within two weeks without stating any reasons or by returning the item. The grace period starts at the earliest upon receipt of the goods and not before having received this instruction. The timely submission of the withdrawal request or dispatch of the item is sufficient for observing the withdrawal period.

(2) The withdrawal request submitted by returning the goods shall be directed to: REBECCA FILTER GmbH; Fahrlachstraße 14; 68165 Mannheim. The withdrawal may be submitted online to:

info@rebeccafilter.com or by letter to:

REBECCA FILTER GmbH; Fahrlachstraße 14; 68165 Mannheim.

If withdrawal is declared through the website of REBECCA FILTER, REBECCA FILTER has to immediately confirm receipt of the withdrawal on a permanent carrier (e.g. e-mail etc.) towards the customer

(3) Consequences of the withdrawal: In case of an effective withdrawal, the mutually received services shall be returned and any utilisations (e.g. benefits of use) surrendered. If the customer cannot return the service to REBECCA FILTER fully or partially or only in a deteriorated state, the customer shall reimburse REBECCA FILTER accordingly. This does not apply in case the goods were surrendered and the deterioration of the item is exclusively due to examining the item – as would have been possible in a retail outlet. Goods eligible for parcelling shall be returned by mail. The customer shall bear the expenses for the return, if the delivered item corresponds to the ordered item. The customer shall meet all obligations related to the reimbursement of payments within 30 days of submitting the notice of withdrawal. This concludes the Withdrawal Policy.

(4) Exclusion of the withdrawal: The right of withdrawal does not apply to distance contracts for the delivery of goods, which were prepared in accordance with the customer's specifications or which were unmistakably tailored to individual requirements or not suitable for a return delivery due to their nature.

Section 12 Place of Jurisdiction, Governing Law, Severability

(1) If the customer's general place of jurisdiction is not in the Federal Republic of Germany or if the customer is a businessman, a legal entity under public law or a special fund under public law, the registered office of REBECCA FILTER is hereby established as the exclusive place of jurisdiction for all disputes directly and indirectly arising from the contractual relationship. In case the customer moves their place of residence or habitual residence abroad after conclusion of the contract or in case their place of residence or habitual residence is not known at the time of the initiation of legal proceedings, the registered office of REBECCA FILTER is hereby also established as the exclusive place of jurisdiction for any legal action against the customer.

(2) The establishment of the place of jurisdiction indicated in the first paragraph also applies to actions pertaining to cheques and bills of exchange.

(3) This contract and all legal relationships between REBECCA FILTER and the customer are governed by the law of the Federal Republic of Germany under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and German International Private Law.

(4) Should any of the provisions of this contract be or become ineffective or unenforceable, the effectiveness of the remainder of the contract shall remain unaffected thereof. In such a case, the parties undertake to replace the ineffective or unenforceable provision with an effective or enforceable provision which comes as close as possible to the spirit and purpose of the provision to be replaced.