

GENERAL TERMS AND CONDITIONS OF SALE

(NOVEMBER 2023)

1. General

1.1. These terms and conditions apply to all deliveries and services of BWT Wassertechnik GmbH, HRB 430676, Industriestraße 7, 69198 Schriesheim, Germany, to entrepreneurs and all other customers. They apply to entrepreneurs even if they are not expressly referred to. For consumer transactions, these general terms and conditions apply with the deviations for consumer transactions that are legally regulated in the country in which the consumer has his habitual residence. Our deliveries are made exclusively on the basis of these terms and conditions. Conflicting conditions of purchase of the purchaser are not binding for the supplier, even if they are the basis of the order and the supplier has not expressly objected to their content. Employees of BWT are not authorized to make agreements that deviate from these conditions. Deviating from this, informally made changes or additions to this contract are also effective in a consumer transaction, if they are individual agreements. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession.

1.2. These terms and conditions also apply if they were the basis for a first order and they remain equally in force in all future business relations with the contractual partner, regardless of whether the terms and conditions were expressly or otherwise incorporated or, in the case of recurring services and orders on call, the later order was based on the BWT order confirmation.

2. Conclusion of contract

2.1. The order shall only be deemed to have been accepted if it is confirmed in writing or executed immediately by the supplier. The supplier reserves ownership and copyrights to drawings, samples, models, tools and other documents that are created or provided in the course of the order. They may not be made accessible to third parties or used by the customer for his own or third-party purposes. The customer may not make copies, photos or the like of the documents. The documents are to be returned to the supplier unrequested after completion of the order. The customer is fully responsible for ensuring that no third-party intellectual property rights are infringed by the documents provided by him to the supplier. The supplier's offers are always subject to change unless otherwise agreed in writing.

2.2. Offer documents, such as drawings, illustrations, weights and other dimensions, are only approximate, unless expressly designated as binding by BWT. Changes are reserved. This applies in particular to the information provided in the rules of operation provided to the contractual partner. Calculations and information on water quality or water properties achieved by the item for sale carried out by BWT are based on the analysis values provided by BWT. It is agreed that these calculations are provided to the contractual partner by BWT solely for the purpose of assessing the requirements and planning goals of the contractual partner and that the calculations are generally non-binding. The values stated may change if the analysis values, discharge rates and flow rates, etc. are changed.

2.3. In the case of consumer transactions, the supplier must send the customer a written order confirmation within a reasonable period of time, at the latest within 14 days of the order being placed, otherwise the customer is no longer bound by the order or the offer. If the customer orders by telephone, he makes a binding offer to conclude a purchase contract with the supplier. The purchase contract is concluded in this case when the supplier accepts the customer's offer by sending the goods to the customer.

2.4. Obvious printing errors, errors, spelling and calculation errors do not bind BWT. This applies in particular to errors in the description of the goods and services in the offer.

2.5. The contractual partner is obliged to immediately notify the supplier in writing of any deviations from the message he has sent. Otherwise, it is assumed that a valid contract has been concluded between the parties, which includes these general terms and conditions, with the content confirmed in the BWT order confirmation.

3. Cost estimates

3.1. Cost estimates are only binding if they are issued in writing and designated as binding.

3.2. Cost estimates are chargeable, unless otherwise agreed. The supplier does not guarantee the accuracy of cost estimates that were prepared to the best of his knowledge and based on the information available to him at the time the cost estimate was made.

3.3. The cost estimates issued by BWT and the underlying plans, sketches and drawings may not be made accessible to third parties without the express written consent of BWT. Intellectual property remains with BWT.

3.4. If it becomes apparent on site that additional, cost-increasing services are required for the proper performance of the service, BWT is entitled to carry out these services without a separate order from the contractual partner, provided that the final amount of the original cost estimate is not exceeded by more than 15 %.

3.5. If an appraisal or disassembly of the item and a check of the individual parts is necessary for the preparation of the cost estimate, the contractual partner must reimburse the costs involved.

4. Delivery

4.1. Unless otherwise agreed in writing, deliveries of goods shall be made „ex works“ (INCOTERMS 2020) from one of the supplier's warehouses.

4.2. The customer or a third party commissioned by the customer (e.g., a freight forwarder) must ensure that the goods are properly loaded and/or secured. The supplier shall not be liable for any defects in loading or securing.

5. Scope of the delivery

5.1. The scope of the deliveries and services shall be definitively fixed in the supplier's order confirmation. Supplements, changes, etc. require written confirmation by the supplier. Dimensions, weights, illustrations and drawings for water treatment plants are only binding for the execution if this is expressly confirmed in writing. Advice given by our office and field staff is given to the best of their knowledge and in accordance with the state of the art and is based on normal operating conditions. Should the operating conditions, e.g. water quality, machines used or other on-site components change in the period between our offer and delivery, the customer is obliged to inform us immediately.

6. Delivery period

6.1. If no special conditions have been agreed with the customer, our usual delivery and performance deadlines shall apply. Deadlines are only binding if they have been expressly agreed as binding. The period for deliveries and services (delivery period) begins as soon as all details of execution have been clarified and both parties have agreed on all terms of the contract and refers to completion at the factory. Compliance with the delivery period is conditional upon the timely fulfillment of the customer's contractual obligations, in particular the terms of payment. If these conditions are not fulfilled in good time, the deadline shall be extended accordingly. The defense of non-performance of the contract remains reserved.

6.2. A reasonable grace period shall also be granted if the failure to meet the deadline is demonstrably due to events of force majeure, even if they occur during a delay in delivery, such as epidemic or pandemic-related business interruptions or business or supply chain interruptions due to official or legal orders. Force majeure events are unforeseen obstacles in accordance with point 17.

6.3. The same shall apply if official approvals or other approvals or information from the customer required for the execution of the delivery are not received in good time; the same shall apply in the event of subsequent changes to the order.

If the Supplier is in default through its own fault, the Purchaser may, provided it can prove that it has suffered damage as a result of the delay, demand compensation of a maximum of 0.5 % of the gross order amount in arrears for each full week of the delay, but no more than a total of 5 % of the gross order amount in arrears. Other or further claims for compensation by the Purchaser are excluded in all cases of delayed deliveries, even after expiry of a grace period granted to the Supplier, unless the Supplier's delay is due to intent or gross negligence.

6.4. The Purchaser's right to withdraw from the contract after the fruitless expiry of a grace period granted to the Supplier shall remain unaffected. Withdrawal must be asserted by registered letter.

6.5. If the delivery date is delayed at the request of the Purchaser, the Purchaser shall pay a storage fee of 1 % of the invoice amount for each month or part thereof (for interest, storage costs and insurance) from the date of notification of readiness. Consumers are permitted to prove that no damage has been incurred or that the damage is less than the estimated lump sum of 1 % of the invoice amount for each month or part thereof.

6.6. In the case of consumer transactions, the applicable statutory provisions shall apply.

7. Transfer of risk

7.1. In the case of delivery without installation or assembly, the risk, in particular for loss of or damage to the goods, shall pass to the customer as soon as the goods have been handed over to the carrier or other shipping person, in the case of default of acceptance by the customer from notification of readiness for dispatch. This shall also apply if partial deliveries are made or if the supplier has assumed other services.

7.2. This shall not apply if the customer is a consumer. In the case of consumer transactions, if the Supplier sends the goods, the risk of loss of or damage to the goods shall not pass to the Purchaser until the goods have been delivered to the Purchaser or to a third party designated by the Purchaser other than the carrier. However, if the customer himself has concluded the contract of carriage without making use of a selection option proposed by the supplier, the risk, in particular for loss of or damage to the goods, shall pass to the carrier as soon as the goods are handed over.

7.3. In the case of delivery with installation and/or assembly, the risk, in particular for loss of or damage to the goods, shall pass to the contractual partner on the day of acceptance in operation or, if trial operation has been agreed, after faultless trial operation. This is subject to the condition that the trial operation or takeover at the contractual partner's own premises immediately follows the operational installation and assembly. If the contractual partner does not accept the offer of a trial run or acceptance at its own premises, the risk, in particular for loss of or damage to the goods, shall pass to the contractual partner 7 days after the expiry of this offer. The risk, in particular for the loss or damage of the goods, is transferred in any case with the commissioning and/or use of the water treatment plant either by the contract partner, a third party commissioned by the contract partner or by BWT. If the shipment, the delivery or the start or the execution of the installation or assembly is delayed at the request of the contract partner or for reasons for which he is responsible, the risk is transferred to the contract partner. Corresponding insurance coverage in such cases will only be provided upon written request and at the expense of the contracting party.

8. Shipping

8.1. If the delivery is not EXW, the transport route and mode of transportation shall be determined by the supplier.

9. Delay of acceptance

9.1. If the item provided is not accepted as agreed, the supplier may demand compensation instead of performance after setting a reasonable grace period.

9.2. In the event of return or non-acceptance by the Purchaser, we shall charge entrepreneurs a lump sum of 15 % of the order value for administrative activities and loss of profit in addition to the costs incurred to be precisely recorded by the Supplier.

9.3. If the customer exchanges serial items or other goods within our program, we shall charge 5 % in addition to the purchase price for the supplier's services if the order value is the same. Returns are only possible if the goods are in a resalable condition.

9.4. In the case of an exchange of other goods (in particular custom-made products), the customer shall bear the full amount of any damage incurred during reuse, taking into account the lump sum.

9.5. Consumers are entitled to prove that no damage has occurred or that the damage is less than the estimated flat rate.

10. Warranty and liability for defects

10.1. The agreed deliveries and services are rendered according to the specifications of BWT on which the order confirmation is based.

10.2. Minor deviations from a sample and/or brochure on which the offer or the order confirmation is based (e.g. in terms of dimensions, weight, quality and color), which do not affect the intended use, are irrelevant defects and are considered approved in advance.

10.3. The statutory warranty provisions and warranty periods of the country in which the consumer has his habitual residence shall apply to consumers.

10.4. In all other respects, the following provisions shall apply: The supplier shall provide a warranty for defects in such a way that he shall, at his discretion, either repair, replace or provide again free of charge all those parts or services which become unusable or whose usability has been significantly impaired within the statutory or agreed warranty period as a result of a circumstance occurring before the transfer of risk or for which the supplier is responsible.

10.5. Damage that significantly restricts the functionality of the goods or impairs the safety of the goods shall be deemed to be significantly impaired.

10.6. Claims for defects require the fulfillment of the statutory inspection and complaint obligations. The discovery of such defects must be reported to the supplier immediately in writing or in text form. The supplier must be given the opportunity to inspect the rejected parts. The obligation to give notice of defects does not apply to consumers. The Purchaser must grant the Supplier reasonable time and opportunity for subsequent performance. If the Supplier allows a reasonable grace period set for it to expire without remedying the defect, or if it unjustifiably refuses subsequent performance, the Purchaser shall be entitled, at its discretion, to withdraw from the contract or to reduce the agreed remuneration. Excluded from the warranty and liability are damages due to natural wear and tear as well as damages that occur after the transfer of risk as a result of incorrect or negligent handling, excessive use and unsuitable operating materials.

10.7. Damage caused by modification or repair work carried out by the customer or an unauthorized third party is excluded from the warranty. The limitation period for claims for defects against entrepreneurs is 12 months from delivery. This shortening of the limitation period shall not apply to damages resulting from injury to life, body or health which are based on a negligent breach of duty by the supplier or on an intentional or negligent breach of duty by a legal representative or vicarious agent of the supplier. It also does not apply to damage caused by a grossly negligent breach of duty by the Supplier or a grossly negligent breach of duty by a legal representative or vicarious agent of the Supplier.

10.8. Further claims of the Purchaser against the Supplier and its vicarious agents, in particular compensation for damage that has not occurred to the delivery item itself, are excluded. The above limitation of liability shall not apply in cases of intent, gross negligence or the absence of guaranteed characteristics or in the event of injury to life, limb or health. If the supplier negligently breaches a material contractual obligation, its obligation to pay compensation for property damage or personal injury shall be limited to the amount covered by the supplier's liability insurance.

10.9. The limitations and exclusions of claims and liability in Clauses 10 and 11 shall not apply to claims of the Purchaser for reimbursement of installation and removal costs and the Purchaser's rights of recourse as seller.

11. Liability

11.1. Insofar as this does not violate mandatory law and unless otherwise stipulated in these GTCs, the Supplier shall only be liable for compensation for damages caused by gross negligence or willful misconduct. In the event of gross negligence, liability shall be limited to the value of the contract, up to a maximum of the amount covered by the Supplier's business liability insurance.

11.2. The Supplier shall not be liable for indirect or consequential damages, including incidental and consequential damages, loss of profit, loss of interest, failure to make savings, consequential and financial losses and damages arising from third-party claims, or for damages caused by unsuitable or improper use, natural wear and tear, faulty or negligent handling or storage, regardless of whether or not the Supplier has indicated the possibility of such damage.

11.3. Any further liability for damages other than that provided for in the last paragraph of clause 10 shall be excluded, irrespective of the legal nature of the claim asserted.

11.4. The above provision does not apply to claims under the Product Liability Act.

11.5. The exclusions of liability in clauses 8 and 9 of these terms and conditions shall also apply accordingly to claims arising from advice, information, statements in printed matter or breach of contractual ancillary obligations prior to or after conclusion of the contract.

11.6. Insofar as the Supplier's liability is excluded or limited, this shall also apply to the personal liability of the Supplier's employees, workers, staff, representatives and vicarious agents.

11.7. The limitations of liability set out in these terms and conditions shall not apply to damages resulting from injury to life, body or health which are based on a negligent breach of duty by the supplier or on an intentional or negligent breach of duty by a legal representative or vicarious agent of the supplier. It also does not apply to damage caused by a grossly negligent breach of

duty by the supplier or a grossly negligent breach of duty by a legal representative or vicarious agent of the supplier.

11.8 In the case of consumer transactions, the applicable statutory provisions shall apply.

12. Prices and payment

12.1 Unless otherwise stated, all prices in dealings with entrepreneurs are exclusive of the statutory value added tax applicable on the day of invoicing.

12.2 The prices are „ex works“ (as defined by INCOTERMS 2020) excluding costs for transportation, assembly or installation, unless otherwise agreed. Prices are subject to change and are quoted in EURO unless otherwise agreed.

12.3 Payments shall be made free Supplier's paying agent within 10 (ten) days of the invoice date less 2 % discount or within 30 (thirty) days net, unless otherwise agreed.

12.4 Bills of exchange or checks shall only be accepted on account of payment; the costs of discounting and collection shall be borne by the Buyer.

12.5 The customer may only offset claims that are undisputed or have been legally established. In addition, he is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship. The prohibition of set-off and the exclusion of the right of retention shall not apply to consumer transactions.

12.6 Sales representatives or customer service employees are not authorized to collect unless they are expressly authorized in writing.

12.7 In the event of default of payment by the Customer, the Supplier shall be entitled, at its discretion, to demand compensation for the actual damage or default interest at the statutory rate. In the case of entrepreneurs, this is 9 percentage points above the base interest rate announced by the Deutsche Bundesbank. The Supplier shall also be entitled to demand compound interest in the event of default of payment by the Purchaser from the date of delivery of the goods. In the event of default in payment, the Purchaser undertakes to reimburse the Supplier for any reminder and collection charges incurred, including all legal fees and costs. For business transactions, this includes a lump sum of EUR 40 as compensation for collection costs. The assertion of further rights and claims shall remain unaffected. If the Customer is in default with a (partial) payment, the Supplier shall be entitled to demand immediate payment of outstanding but not yet due invoice amounts and/or to demand advance payment or the provision of security for future deliveries and services.

13. Retention of title / Installation

13.1 The Supplier shall retain title to the delivery item vis-à-vis entrepreneurs until receipt of all payments from the delivery contract and the entire business relationship, including interest and costs of any legal action. In relation to consumers, title to the delivery item is reserved until receipt of all payments under the delivery contract.

13.2 The Buyer shall carefully store the delivered goods for the Supplier until the transfer of ownership to the Buyer. The Purchaser shall bear the entire risk for the goods subject to retention of title, in particular the risk of destruction, loss or deterioration.

13.3 The Supplier and the Purchaser agree that the installation of series-produced equipment is not permanent and that the equipment and its accessories do not become an integral part of a building.

13.4 The Purchaser is authorized to sell the delivered goods in the ordinary course of business. In the event of resale, the Purchaser's claim shall be assigned upon conclusion of the resale contract in the amount of the Supplier's outstanding claims, even if the Purchaser has transformed, processed or installed the delivered goods. In the case of processing of the delivered goods, this shall apply in accordance with the proportion of the value that the Supplier's goods represent in the end product. The customer may neither pledge the delivered goods nor assign them as security and must store and insure them properly. In the event of seizure, confiscation or other dispositions by third parties, the Purchaser shall notify the Supplier immediately.

At the request of the purchaser, the supplier shall release securities to the extent that their value exceeds the value of the secured claims by more than 20 %.

14. Impossibility, contract adjustment

14.1 If the performance incumbent on the Supplier becomes impossible due to his own fault, the Purchaser shall be entitled to claim damages or reimbursement of expenses up to a maximum of 10 % of the value of that part of the delivery or service which cannot be put to the intended use due to the impossibility. This limitation of liability shall not apply in cases of intent or gross negligence. The right of the customer to withdraw from the contract remains unaffected.

15. Jurisdiction and applicable law

15.1 If the Purchaser is a merchant, a legal entity under public law or a special fund under public law, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court responsible for the Supplier's registered office. The supplier shall also be entitled to bring an action at the customer's headquarters. This shall not apply to consumers, for whom the court responsible for the consumer's place of residence or habitual abode shall be decisive in accordance with the applicable statutory provisions. Consumers with their habitual residence in the EU enjoy additional protection in this respect in accordance with the mandatory provisions of the law of their country of residence.

15.2 The contractual relationship between entrepreneurs shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws. The exclusion of the conflict of laws does not apply to the contractual relationship between entrepreneurs and consumers.

16. Data protection

16.1 The Supplier is obliged to comply with the provisions of the German Data Protection Act (DSG), the General Data Protection Regulation (GDPR) and any other statutory confidentiality obligations.

16.2 As an entrepreneur, the Customer is obliged to impose the above obligations on its employees and all other persons whom it is entitled to involve on the basis of the contractual agreement.

16.3 The Supplier shall process the personal data required for the purpose of fulfilling the contract. The detailed data protection information in accordance with Art. 13 ff GDPR can be found on our homepage at: <https://www.bwt.com/de-at/datenschutz/>.

17. Exports

17.1 These terms and conditions shall only apply unless special export business conditions have been agreed. The German version of the agreement shall prevail.

17.2 The statutory provisions shall apply to consumer contracts concluded by distance selling.

18. Miscellaneous

18.1 Written form

All agreements, subsequent amendments, supplements, collateral agreements, etc. must be made in writing to be valid.

18.2 Offsetting, retention and retention of liability

The contract partner is not entitled to offset against the claims of BWT with counterclaims of any kind, as well as the exercise of a right of retention without a legally binding title or due to claims from other legal transactions. The withholding of a retention by the contractual partner is not permitted.

18.3 Transfer of rights and obligations

The Customer is not entitled to transfer, assign or otherwise transfer rights and obligations arising from the contractual relationship to third parties without the prior written consent of the Supplier.

18.4 Force majeure

Force majeure events (such as strikes, lockouts, natural disasters or extraordinary natural events, pandemics, epidemics, war, riots, fire, floods, earthquakes, energy shortages or government or official acts that prohibit the Supplier from fulfilling its obligations), labor disputes, operational disruptions through no fault of its own, problems or delays in the procurement of raw materials, labor, fuel, energy, spare parts or machinery; disruptions in the performance of suppliers or sub-suppliers, civil unrest, quarantine restrictions and other events that cannot reasonably be avoided shall release the Supplier from its contractual obligations for the duration of the events. In addition, the supplier is entitled – without prejudice to other rights – to withdraw from the contract in whole or in part if such an event lasts for more than two months.

In the case of consumer transactions, the applicable statutory provisions shall apply.

18.5 Severability clause

Should provisions of these General Terms and Conditions be legally ineffective, invalid and/or void or become so in the course of their duration, this shall not affect the legal effectiveness and validity of the remaining provisions. In this case, the legally ineffective, invalid and/or void provision (which has become legally ineffective, invalid and/or void) shall be replaced by a provision which is legally effective and valid and which corresponds in its economic effect to the replaced provision – as far as possible and legally permissible.

18.6 If a party is in default with the exercise of a right or parts thereof under this contract or fails to exercise such a right, this shall not result in a waiver of this or any other right under this contract.

18.7 These GTC and the related contract between the Supplier and the Customer constitute the entire agreement between the parties. There are no other oral or written understandings, agreements or representations that are not set out in these GTCs or the related contract.

In the case of consumer transactions, the applicable statutory provisions shall apply.

19. Right of withdrawal

19.1 The following provisions apply exclusively to consumers and only to contracts concluded outside the Supplier's business premises or by telephone.

19.2 The consumer has the right to withdraw from the contract within fourteen days without giving any reason. The withdrawal period begins on the day on which the consumer or a third party designated by the consumer, who is not the carrier, has taken possession of the goods; in the case of a service contract, the period begins on the day the contract is concluded. In order to exercise the right of withdrawal, the consumer must inform us of their decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post or email). The consumer can use the sample withdrawal form provided on the BWT website, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient for the consumer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period. There is no right of withdrawal for:

- Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that the seal has been removed after delivery.

- Goods that have been inseparably mixed with other goods after delivery due to their nature.

- Goods that are manufactured according to customer specifications or are clearly tailored to personal requirements.

19.3. The declaration of withdrawal is to be sent to the following address:

BWT Wassertechnik GmbH, Industriestraße 7, 69198 Schriesheim, Germany
E-Mail: bwt@bwt.de, T: +49 (0) 602373-0, Company register number: HRB 430676
Commercial register court: Local court Mannheim

19.4 Consequences of withdrawal:

If the consumer withdraws from this contract, the supplier shall reimburse all payments received from the consumer, including delivery costs (with the exception of additional costs resulting from the consumer choosing a type of delivery other than the cheapest standard delivery offered by the supplier), immediately and at the latest within fourteen days from the day on which the supplier receives notification of the withdrawal from this contract. For this repayment, the supplier shall use the same means of payment that the consumer used for the original transaction, unless expressly agreed otherwise with the consumer; in no case shall the consumer be charged any fees for this repayment. The supplier may refuse repayment until he has received the goods back or until the consumer has provided proof that he/she has returned the goods, whichever is the earlier.

The consumer must return or hand over the goods to the supplier immediately and in any case within fourteen days at the latest from the day on which the consumer informs the supplier of the revocation of this contract. The deadline is met if the consumer sends the goods before the expiry of the fourteen-day period. The supplier shall bear the costs of returning the goods.

The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

19.5 If the statutory provisions of the country in which the consumer has his habitual residence are stricter than those in point 19 of this agreement, these shall apply to the consumer.

20. Special conditions for the provision of customer service, installation and maintenance

20.1 General

The provisions of the above General Terms and Conditions of Delivery and Payment shall apply accordingly, unless otherwise specified below.

20.2 Cost estimates

Cost estimates are only binding if they are submitted in writing and designated as binding.

Cost estimates are subject to a charge, unless expressly agreed otherwise. The Supplier does not guarantee the accuracy of cost estimates that were prepared to the best of its knowledge and belief on the basis of the information made available to the Supplier at the time of the cost estimate.

20.3 Invoice and payment

Work performed, parts used, materials and refill agents shall be invoiced separately, unless a lump sum price was agreed in writing when the order was placed. Where applicable, our respective customer service and spare parts price list shall apply.

Payments shall be made net cash directly to us or to our authorized representative immediately after the work has been carried out and the invoice has been issued, provided that the latter can provide evidence of written authority to collect.

20.4 Acceptance

Acceptance and recognition of our performance shall be effected by signature on the customer service order or corresponding form.

If no such acceptance takes place, the service shall be deemed to have been accepted 12 (twelve) working days after written notification of completion of the service or from commissioning of the system, whichever occurs first.

20.5 Replaced components

Replaced parts shall become our property unless otherwise agreed when the order was placed.