

# GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

09/2020

## 1. Scope

These conditions apply to all our supplies of goods and services to companies and all clients. Our supplies are provided exclusively on the basis of these conditions. Purchasing conditions of the orderer are non-binding for the supplier, including if an order has been based on these and the supplier has not explicitly rejected these. Any deviations from and collateral agreements to these conditions are – including for future transactions – effective if these have been confirmed by the supplier in writing or in text form. Any agreement shall remain binding even if individual points of its conditions are ineffective.

## 2. Concluding an agreement

All tenders and documents labelled as confidential may only be passed on to third parties after the prior permission of the supplier has been given in writing or in text form.

An order shall be deemed to have been accepted if it is confirmed by the supplier or is executed immediately.

## 3. Scope of supply and services

The scope of supply and services shall be fixed as final in the supplier's order confirmation. This also applies to treatment orders.

Consultations given by our sales support and sales force employees are provided to the best of their knowledge with state-of-the-art technology and are based on normal operating conditions. If the operating conditions change, for example, water circumstances or the machinery used, in the period of time between our tender and delivery, the orderer is obliged to notify us without delay.

## 4. Delivery and service deadlines

The delivery and service deadline begins on collection or delivery as well as treatment with the handover to us. Our usual delivery and service deadlines, or those agreed with the customer, apply. Binding deadlines require a separate agreement as binding. An appropriate extension of a deadline also applies if non-compliance with the deadline is provably caused by military mobilisation, war, civil unrest, strike, lock-out or the occurrence of foreseen impediments that are outside the intention or influence of the supplier, and including if these occur during a delay in delivery, for example, in the event of business interruptions caused by epidemics or pandemics or business or supply-chain interruptions relating to official or statutory orders. The same applies if official permits or other permits required for the execution of the supply, or disclosures of the orderer, are not received punctually; this also applies to any retrospective amendment to the order.

If the supplier culpably falls into a delay with delivery or service the orderer may, provided it proves that it has suffered a loss as result of the delay, demand compensation of a maximum of 0.5% of the supply value in arrears or the value of the treatment service in arrears, for each full week of the delay, however, up to a maximum of 5% in total of the value in arrears. Any other or further claims to compensation of the orderer are excluded in all cases of delayed supply and services, including after expiry of a period of grace set for the supplier, unless the delay of the supplier relates to intent or gross negligence. The right of the orderer to withdraw after the fruitless expiry of a deadline set for the supplier remains unaffected.

If shipping is delayed at the request of the orderer, from the time of the notification of readiness to ship storage fees of 1% of the invoice amount shall be paid by the orderer for each month accrued (for interest, storage costs and insurance).

## 5. Transfer of risks

Risks are transferred to the orderer with the shipment ex works, including if freight-paid performance was agreed. If the orderer is culpable for a delay in shipping, risks shall transfer to the orderer from the date of readiness to ship. This does not apply to consumers.

## 6. Warranty and liability for defects

Statutory warranty regulations and warranty periods apply to consumers.

The supplier/service provider shall provide a warranty in the manner that at its choice it shall either rectify all those parts or services that become unusable within the warranty period as a result of the transfer of risks or circumstances for which the supplier is responsible, or whose usability has become considerably impaired, free of charge, or re-deliver or re-provide those.

The pre-condition for claims for defects is the performance of the examination and notification of defects obligations owed pursuant to section 377 HGB. Any defects identified must be reported to the supplier in writing or in text form without delay. The obligation to notify defects does not apply to consumers.

The orderer must grant the supplier sufficient time and opportunity for supplementary performance. If the supplier allows a period of grace to expire without rectifying the defect, or if it refuses to provide supplementary performance in an unwarranted manner, the orderer may opt either to withdraw from the agreement or to reduce the agreed payment. Damage related to natural wear and tear is excluded from the warranty and liability, as well as damage that occurs after the transfer of risks as a result of incorrect or negligent treatment, excessive strain as well as unsuitable operating equipment.

Any amendments or maintenance work carried out by the orderer or by an unauthorised third party shall invalidate the warranty for any resulting consequences.

The period of limitations for claims for defects with regard to companies is twelve months. This shortening of the period of limitations does not apply to losses that relate to death, personal injury or injury to health, a negligent breach of duties of care of the supplier or to an intentional or grossly negligent breach of duties of care of a legal representative or vicarious agent of the supplier. It also does not apply to damage that relates to a grossly negligent breach of duties of care of the supplier or a grossly negligent breach of duties of care of a legal representative or vicarious agent of the supplier.

Any claims of the orderer against the supplier/service provider and its vicarious agents beyond the preceding claims are excluded, in particular claims to compensate losses that have not occurred on the supplied item itself. The preceding limitation of liability does not apply in cases of intent, gross negligence or the lack of guaranteed properties, as well as in the event of death, personal injury or injury to health. Provided the supplier negligently breaches an obligation material to the agreement its obligation to pay compensation for damage to property or personal injury shall be limited to the sum insured of the liability insurance of the

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supplier. The supplier is prepared to provide information about the sum insured to the orderer on demand.

## 7. Liability

Any liability to pay compensation beyond that provided in the preceding section 6, final paragraph, is excluded – regardless of the legal nature of the claim asserted.

The preceding regulation does not apply to claims pursuant to the German Product Liability Act (Produkthaftungsgesetz). The exclusion of liability in section 6, final paragraph, and section 7 of these conditions applies accordingly also to such claims that occurred due to consultations, information provided, disclosures made in publications or due to a breach of contractual collateral obligations before or after the conclusion of an agreement.

Insofar as any liability of the supplier is excluded or limited, this also applies to the personal liability of all the employees, workers, representatives and vicarious agents of the supplier.

The limitations and exclusions of claims and liability detailed in the preceding sections do not affect any claims of the orderer resulting from section 439 (2) and (3), and section 635 (2) BGB (in particular to compensation for installation and demounting costs) or to claims to recourse of the vendor resulting from section 455a BGB.

The limitations of liability specified in this section do not apply to losses that relate to death, personal injury or injury to health, a negligent breach of duties of care of the supplier or due to an intentional or grossly negligent breach of duties of care of a legal representative or vicarious agent of the supplier. These also do not apply to damage that relates to a grossly negligent breach of duties of care of the supplier or a grossly negligent breach of duties of care of a legal representative or vicarious agent of the supplier.

## 8. Prices and payment

The prices stated, where no other disclosure is made, exclude VAT as applies on the date of invoicing.

All prices are ex works, including packaging, insofar as no agreements to the contrary have been made.

Payments shall be made free of transaction charges of the supplier within thirty days net, provided no agreements to the contrary have been made. The date we receive payment shall be authoritative.

The orderer may only offset receivables that are undisputed or have been legally established.

Representatives or customer service technicians are not entitled to carry out collection, insofar as they have not been explicitly authorised to do in writing.

## 9. Retention of title

The supplier retains title to the objects delivered with regard to companies until the receipt of all payments from the supply agreement and the entire business relationship, including the interest and costs of any legal action. With regard to consumers title to the object delivered is retained until the receipt of all payments from the supply agreement.

At an order of the orderer the supplier shall approve security to the extent that their value exceeds the value of secured receivables by more than 20%.

## 10. Use of delivery objects

During the operation of water treatment facilities that are connected to the water mains the orderer is obliged to comply with the maintenance requirements of DIN 1988 and to send the facilities supplied by us for proper regeneration after these facilities have reached their capacity. We offer such regeneration. The orderer shall comply with country-specific approval conditions.

## 11. Choice of law, place of performance and court of jurisdiction

The general court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is, if the orderer is a businessperson, a legal entity under public law or a public body, the court with jurisdiction for the registered office of the supplier. The supplier is also entitled to file suits at the head office of the orderer. Insofar as nothing to the contrary is agreed, the place of performance is the head office of the supplier. German law applies to the contractual relationship under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).