

**General Terms and
Conditions of Business and
Sale V2.3 of WATER -
proved GmbH
Wassermesstechnik &
Aquakultur**

§ 1 General

(1) The following terms and conditions of sale and delivery apply exclusively to all deliveries and other services; they apply only to entrepreneurs within the meaning of § 310 Section 1 in conjunction with § 14 of the German Civil Code.

(2) Any deviating terms and conditions of the customer (hereinafter referred to as the 'buyer') that are not expressly recognised by WATER – proved GmbH Wassermesstechnik & Aquakultur (hereinafter referred to as the 'seller') shall be non-binding, even if the seller does not expressly object to them.

(3) The inclusion and interpretation of these terms and conditions of business and sale, as well as the conclusion and interpretation of legal transactions with the buyer, are exclusively governed by the laws of the Federal Republic of Germany. The application of the Uniform Law on the Formation of Contracts for the International Sale of Goods and the Uniform Law on the International Sale of Goods of the UN Convention on Contracts for the International Sale of Goods are excluded.

(4) The invalidity of individual provisions of this contract or its components do not affect the validity of the remaining provisions. The contracting parties (buyer and seller) are obliged, within the bounds of reasonableness and in good faith, to replace an invalid provision with a valid provision that comes as close as possible to its economic purpose, provided that this does not result in a significant change to the content of the contract; the same applies if a matter requiring regulation is not expressly regulated.

(5) The place of performance for all obligations arising directly or indirectly from this contractual relationship, including the obligation to pay, is the registered office of the seller.

(6) If the buyer is a merchant, a legal entity under public law or a special fund under public law, or does not have a general place of jurisdiction in Germany, or moves their place of residence or habitual abode outside Germany after conclusion of the contract, or does not have a place of residence or habitual abode in Germany at the time the lawsuit is filed, the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship between the parties (buyer and seller) in all these cases is the registered office of the seller.

§ 2 Offers, scope of services and conclusion of contract

(1) Contract offers made by the seller are subject to change.

(2) The scope of the contractually agreed service is determined exclusively by the seller's order confirmation.

(3) The seller reserves the right to make changes to the design, choice of materials, specifications and construction even after sending an order confirmation, provided that these changes do not contradict the buyer's specifications. The buyer shall agree to any further changes proposed by the seller, provided that these are reasonable for the buyer.

(4) Partial deliveries and partial invoices are permitted.

(5) The documents underlying the offer or order confirmation, such as illustrations, drawings, dimensions and weights, are generally to be understood as approximate values only, unless they are expressly designated as binding.

(6) Unless otherwise stated, all prices do not include installation and installation materials.

(7) When delivering assembly or piping materials, usually more material than required according to the design is delivered in order to be able to respond to site-specific circumstances. Any surplus assembly and piping materials delivered remain the property of the seller and are retained after completion of the installation or left with the buyer against payment.

(8) The scope of delivery generally does not include construction and manufacturing plans for components supplied by the seller.

§ 3 Prices and payment terms

(1) All prices are ex works and exclude packaging and shipping and transport costs. Packaging is charged at cost price and will only be taken back if the seller is obliged to do so by mandatory legal regulations.

(2) Unless otherwise stated, the costs for unloading, waste disposal and transport of components at the location of delivery are not included in the price.

(3) If the seller takes into account the buyer's requests for changes, the additional costs incurred as a result will be charged to the buyer.

(4) In the event of culpable exceeding of the payment deadline, the buyer shall be charged interest at a rate of 8% above the applicable base rate, subject to the assertion of further claims.

§ 4 Offsetting and retention

(1) Offsetting and retention are excluded unless the claim for offsetting is undisputed or has been legally established.

§ 5 Delivery period

(1) The delivery date is specified to the seller's best knowledge and shall be extended appropriately if the buyer delays or fails to perform necessary or agreed cooperative actions on their part. The same applies to measures taken in the context of industrial disputes, in particular strikes and lockouts, as well as in the event of unforeseen obstacles beyond the seller's control, e.g. delivery delays by a supplier, traffic and operational disruptions, material or energy shortages, etc.

(2) Regardless of the delivery date stated in the seller's order confirmation, even in the event of a delay in delivery, the erection of the roof structure and the closure of the roof of the buyer's plant buildings may only be carried out in consultation with the seller.

(3) Project schedules/construction schedules do not become part of the purchase agreement at any time.

§ 6 Transfer of risk

(1) Deliveries are done ex-works, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the buyer, the goods shall be shipped to another destination (sale by delivery). Unless otherwise agreed, the seller shall be entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) itself.

(2) The risk of accidental loss and accidental deterioration of the goods are passed to the buyer at the latest upon delivery. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services apply to any agreed acceptance. The handover or acceptance shall be deemed to have taken place if the buyer is in default of acceptance.

(3) If the buyer defaults on acceptance, fails to cooperate or delays delivery for other reasons for which the buyer is responsible, the seller is entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). For this, the seller shall charge a flat-rate compensation of EUR 50 per calendar day, beginning with the delivery period or, in the absence of a delivery period, with the notification that the goods are ready for dispatch. The seller's right to prove higher damages and its statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected; the flat rate shall be offset against further monetary claims. The buyer is entitled to prove that the seller has incurred no damage at all or only significantly less damage than the above flat rate.

§ 7 Retention of title

(1) The seller retains ownership of the delivered goods until full payment has been received. The retention of title also applies until all receivables, including future and conditional receivables, arising from the business relationship between the buyer and seller have been settled by the buyer.

(2) The buyer is not authorised to transfer ownership of the goods by way of security or to pledge them, but is entitled to resell the goods subject to retention of title in the ordinary course of business. The buyer hereby assigns to the seller any receivables arising from this against its business partners.

(3) The seller is entitled to assert the rights of retention of title without withdrawing from the contract.

§ 8 Claims for defects and warranty

(1) If the purchase is a commercial transaction for both parties, the buyer must inspect the goods immediately upon receipt, insofar as this is feasible in the ordinary course of business, and, if a defect is found, notify the seller immediately. If the buyer fails to do so, the goods shall be deemed to have been approved, unless the defect was not apparent during the inspection. In all other respects, § 377 et seq. of the German Commercial Code (HGB) shall apply.

(2) Notwithstanding § 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. If the goods are a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the limitation period is 5 years from delivery in accordance with the statutory provision (§ 438 (1) No. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 (1) No. 1, § 76 (3), § 444, 445b77 BGB) remain unaffected.

The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the buyer based on a defect in the goods, unless the application of the regular statutory limitation period (§ 195, § 199 BGB) would lead to a shorter limitation period in individual cases. Claims

for damages by the buyer pursuant to § 9 of this General Terms & Conditions and the Product Liability Act become time-barred exclusively in accordance with the statutory limitation periods.

(3) If the delivered item is defective, the seller may first choose whether to remedy the defect by repairing it or by delivering a defect-free item (replacement delivery). If the type of remedy chosen by the seller is unreasonable for the buyer in individual cases, the buyer may reject it. The seller's right to refuse subsequent performance under the statutory conditions remains unaffected.

(4) The seller is entitled to make the subsequent performance owed conditional upon the buyer paying the purchase price due. However, the buyer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

(5) The buyer must give the seller the time required for the subsequent performance owed and several opportunities to do so, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer must return the defective item at the seller's request in accordance with the statutory provisions; however, the buyer has no right to demand return. Subsequent performance shall not include the removal, dismantling or uninstallation of the defective item, nor the installation, fitting or installation of a non-defective item, if the seller was not originally obliged to provide these services. The purchaser's claims for reimbursement of corresponding costs ('removal and installation costs') shall remain unaffected.

(6) If a reasonable period set by the buyer for subsequent performance has expired without success or is dispensable according to statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price in accordance with statutory provisions. However, there is no right of withdrawal in the case of an insignificant defect.

(7) Claims by the buyer for reimbursement of expenses pursuant to § 445a (1) of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer goods purchase (§ 478, § 474 BGB) or a consumer contract for the provision of digital products (§ 445c (2), § 327 (5), § 327u BGB). Claims by the buyer for damages or reimbursement of futile expenses (§ 284 BGB) shall also exist in the event of defects in the goods only in accordance with § 9 of this General Terms & Conditions.

§ 9 Liability

(1) The seller shall be liable for intent and gross negligence. Furthermore, for the negligent breach of obligations, the fulfilment of which is essential for the proper execution of the contract, the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which the buyer may regularly rely. In the latter case, however, the seller shall only be liable for the foreseeable damage typical for this type of contract. The seller is not liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences. Above exclusions of liability do not apply in the event of injury to life, limb or health. Liability under the Product Liability Act remains unaffected.

§ 10 Miscellaneous

(1) If the buyer receives drawings or plans from the seller for the manufacture and construction of basins, containers or other components of a plant, the buyer is responsible for the static design of wall thicknesses, reinforcements, etc., as well as for the sufficient load-bearing capacity of the substrate in accordance with the regulations and provisions applicable at the place of delivery or use.

(2) The buyer is responsible for complying with applicable rules and laws when constructing a plant or parts thereof.

(3) The buyer must inform the seller of any local requirements for electronic components at the time of purchase.

(4) The seller is permitted to use image material from planning services in the form of 3D renderings of the overall model or components thereof for advertising purposes. No dimensional drawings or information about the client will be disclosed unless the client gives their written consent.

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