

**General terms and
condition of business and
sales for WATER - proved
GmbH Wassermesstechnik
& Aquakultur**

§ 1 General

(1) All deliveries and other services are subject exclusively to the following terms and conditions of sale and delivery; they are only valid vis-à-vis companies within the meaning of § 310 (1) in conjunction with § 14 of the German Civil Code.

(2) Differing conditions of the buyer, which the seller does not expressly recognise, are non-binding, even if the seller does not expressly object to them.

(3) The inclusion and interpretation of these terms and conditions of sale and delivery, as well as the conclusion and interpretation of legal transactions with the buyer, are governed solely by the law of the Federal Republic of Germany. The application of the uniform law on the conclusion of international sales contracts for movable property of the UN Sales Convention is excluded.

(4) The invalidity of individual provisions of this contract or its components does not affect the validity of the remaining provisions. To the extent reasonable, the contracting parties are obliged in good faith to replace an invalid provision with a valid provision that is equivalent in terms of their commercial success, provided that no substantial change in the contractual content is brought about; the same applies in the event that a situation 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 customer is a merchant, legal entity of public law or special fund under public law or has no general place of jurisdiction in Germany, or moves his domicile or habitual residence from the country after conclusion of the contract, or his domicile or habitual residence at the time the action is not known, the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship between the parties in all these cases is the place of business of WATER proved GmbH.

§ 2 Offers, scope of services and conclusion of contract

- (1) Contract offers of the seller are non-binding.
- (2) For the extent of the contractually owed performance, only the order confirmation of the seller is authoritative.
- (3) The seller reserves the right to make changes to the design, the choice of materials, the specification and the execution even after the order confirmation has been sent, unless these changes contradict the order confirmation or the specification of the buyer. In addition, the buyer shall agree to any further amendments proposed by the seller, insofar as 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, measurements and weights, are generally to be understood as approximate values unless they are expressly designated as binding.
- (6) Unless otherwise stated, all prices exclude installation and installation material.
- (7) If the delivery of installation or piping material occurs, more material than is required according to planning is always delivered in order to be able to respond to location-specific features. Surplus supplied installation and piping material remains the property of the seller and will be retained after completion of the installation or left to the buyer for a charge.
- (8) The scope of delivery generally does not include blueprints for components supplied by the seller.

§ 3 Prices and terms of payment

- (1) The prices are ex works excluding packaging and other shipping and transport charges. The packaging will be charged at cost and will only be taken back if the seller is obliged to do so due to mandatory legal regulations.
- (2) Unless otherwise stated, the costs of unloading, waste disposal and transportation of components at the place of delivery are not included in the price.
- (3) If the seller takes into account changes requested by the buyer, the resulting additional costs will be charged to the buyer.
- (4) In case of culpable exceeding of the term of payment, interest of 8% above the current base rate will be demanded, subject to the assertion of further claims.

§ 4 Offsetting and retention

Offsetting and retention are excluded, unless the set-off claim is undisputed or legally binding.

§ 5 Delivery time

The provision of a delivery date is made according to the seller's best judgement and shall be reasonably extended if the buyer for its part delays or omits required or agreed cooperation. The same applies to measures in the context of labour disputes, in particular strike and lockout, as well as in the event of unforeseen obstacles that are outside the will of the seller, e.g. delivery delay of a subcontractor, traffic and operational disturbances, material or energy shortage etc.

Changes in the delivered goods caused by the buyer also lead to a reasonable extension of the delivery time.

§ 6 Transfer of risk

The risk passes to the buyer as soon as the seller has made the goods available to the buyer and indicates this to the buyer.

§ 7 Retention of title

(1) The seller reserves ownership of the delivered goods until full payment. The retention of title also applies until all, claims arising from the business relationship between buyer and seller have been fulfilled, including future and conditional claims.

(2) The buyer is not authorised to transfer or pledge the goods, but is entitled to further sell the reserved goods in the orderly course of business. He hereby assigns to the seller the claims arising from his business partners.

(3) If the goods are processed or handled by the buyer, the retention of title extends to the entire new item. The buyer acquires co-ownership at the fraction corresponding to the ratio of the value of his goods to that of the goods delivered by the seller.

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

§ 8 claims for defects

(1) If the purchase is a commercial transaction for both parties, the buyer must inspect the goods immediately upon receipt, insofar as this is possible in the ordinary course of business and, if there is a defect, to notify the seller immediately. If the buyer fails to do so, the goods will be deemed to have been approved unless it is a defect that was not apparent during the inspection. §§ 377 ff. HGB also applies.

(2) The claims for defects are limited to subsequent performance. In the event of failure of the subsequent performance, the buyer has the right, at his option, to demand a reduction in the price or cancellation of the contract.

(3) Further claims of the buyer, insofar as these do not result from a guarantee assumption, are excluded. This does not apply in the event of intent or gross negligence.

(4) Claims for defects expire one year after delivery of the purchased item/commissioning of the plant.

§ 9 Liability

The seller is liable for intent and gross negligence. Furthermore, liability applies to the negligent breach of obligations, the fulfilment of which enables the proper execution of the contract in the first place, the breach of which jeopardises the achievement of the purpose of the contract, and on the compliance with which the buyer may regularly rely. In the latter case, however, the seller is liable only for the foreseeable, contract-typical damage. The seller is not liable for slightly negligent breaches of obligations other than those specified in the preceding sentences.

The above exclusions of liability do not apply in the event of injury to life, body or health. Liability under product liability law remains unaffected.

§ 10 Miscellaneous

- (1) All dimensions on drawings are in millimetres, unless stated otherwise.
- (2) If the buyer receives drawings or plans from the seller for the production of basins, containers or other components of a system, the buyer is responsible for the structural design of wall thicknesses, reinforcements, etc. as well as the sufficient load-bearing capacity of the surface according to the rules and regulations applicable at the place of delivery.
- (3) The buyer is responsible for compliance with applicable rules and regulations when constructing a system or parts thereof.

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- (4) The buyer must inform the seller about local features for electronic components when making a purchase.
- (5) Unless stated otherwise, the permissible operating temperature of the supplied components or the plant is 5 – 30 °C.
- (6) The seller is permitted to use image material from planning services in the form of 3D renderings from the overall model or components thereof for advertising purposes. No dimensional drawings or information about the client may be disclosed, unless the latter gives his written consent.

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