

GENERAL TERMS OF DELIVERY AND PAYMENT

(JANUARY 2023)

1. General

These terms and conditions apply to all our deliveries and services to entrepreneurs and all customers. The purchasing terms of the party ordering are non-binding for the supplier, even if they are used as the basis for the order and the supplier has not expressly opposed them. Collateral agreements are only effective if they have been confirmed in writing or in text form (as of sect. 126 b German Civil Code). The contract will remain binding, even if individual items contained in these terms and conditions become invalid. Printing, spelling, calculation and obvious errors are not binding on the supplier.

2. Conclusion of the Contract

Orders are only regarded as accepted once they have been acknowledged by the supplier or if they are carried out immediately. Offers made by the supplier are always subject to confirmation unless otherwise agreed in writing.

The supplier retains copyright to samples, models, tools, drawings or other documentation, all of which are to be returned to the supplier without specific request following completion of the order. The purchaser is not permitted to use the samples, models, tools, drawings or other documentation placed by the supplier at the purchaser's disposal either privately or for third-party purposes. In regard to documentation which the party ordering makes available to the supplier, the party ordering carries full responsibility for ensuring that no external property rights are infringed.

3. Scope of Delivery

The scope of a delivery and service is determined conclusively in the supplier's acknowledgement of order. Any supplements, amendments and the like require the written confirmation of the supplier. Dimensions, weights, illustrations and drawings of water treatment plants are only binding for the completion of the order if this has been expressly confirmed in writing. Any advice provided by our internal and field staff is given to the best of their knowledge in line with the present state of the art and is otherwise geared to normal working conditions. Should any operating conditions – such as water properties, machines used or other on-site components – change in the period between receipt of our offer and delivery of the product, the party ordering is obliged to notify us to this effect.

4. Delivery Period

In case no special terms are agreed with the customer, our usual delivery and performance deadlines shall apply. Deadlines are only binding if especially agreed upon as binding. The deadline for delivery and completion of services (delivery period) refers to completion at the factory and begins as soon as all details of the job to be carried out have been clarified and both parties agree to all of the terms of the contract. Compliance with it presupposes that all of the contractual obligations of the party ordering have been fulfilled in a timely manner, in particular the payment conditions. If these prerequisites are not satisfied in a timely manner, the deadline shall be extended accordingly. The plea of non-performance of the contract remains reserved.

An appropriate extension of the deadline must also be granted if non-compliance with the deadline can be proven to have been caused by mobilization, acts of war, riots, strikes, lock-outs or the occurrence of any unforeseen impediments beyond the intentions of the supplier, even if they occur during a delay in delivery. The same applies if official authorization or any other approval or information from the party ordering required for completion of the delivery is not received in time, or if the order is subsequently changed.

If the supplier is behind schedule through his own fault, the party ordering can claim for damages amounting to a maximum of 0.5 % of the value of the gross order value for each full week of delay up to a maximum of 5 % of the value of the gross order value, providing the party ordering can prove that damage has been incurred by him as a result of the delay. All other or more extensive damage claims on the part of the party ordering will be excluded in all cases of delayed delivery, even after a further delivery deadline has expired, unless the delay is due to intent or gross negligence on the part of the supplier.

The right of the party ordering to withdraw from the contract after the lapse of a further delivery deadline is not affected by this.

If there is a delay in delivery at the request of the party ordering, a storage fee amounting to 1 % of the invoice sum will be charged (for interest, storage costs and insurance) for every month commenced from the point in time at which notification of readiness for dispatch was given.

5. Passing of Risk

The risk passes to the party ordering upon shipment ex works, even if delivery free of charge has been agreed. If there is a delay in shipment attributable to the party ordering, the risk passes to the party ordering on the date of readiness for dispatch. This does not apply if the customer is a consumer.

6. Shipping

If the delivery is not EXW, the transport route and mode are determined by the supplier.

7. Default in Acceptance

If the subject of the contract is made available and not accepted in accordance with the terms of the contract, the supplier can claim for damages instead of completing the contract after granting an appropriate period of grace.

In the event of the return or non-acceptance of mass-produced articles by the party ordering, we shall charge a flat-rate sum of 15 % of the order value to cover administrative expenses and lost profit in addition to the costs incurred, the value of which must be recorded precisely by the supplier. If the party ordering exchanges mass-produced articles or other products included in our range for goods of equal value, we shall charge 5 % on the purchase price for the use of the supplier's services. A return is only possible if the goods are in a resalable condition.

If any other goods (in particular customized goods) are exchanged, the party ordering must carry the full extent of any loss incurred in the reutilization process after offsetting the flat-rate charge.

Consumers are entitled to prove that no damage was incurred or that the damage was less than the estimated flat rate.

8. Warranty and Liability for Defects

The statutory warranty regulations and warranty period shall apply vis-à-vis consumers.

In all other respects, the following conditions shall apply: The supplier guarantees that all parts or services which during the statutory or agreed warranty period become unusable or considerably impaired in their usability as a result of circumstances occurring prior to the passing of risk or attributable to the supplier, shall at his choice either be repaired, resupplied or carried out again free of charge.

Claims for defects shall be subject to the fulfillment of the obligation to inspect the goods and to give notice of defects according to § 377 HGB (German Commercial Code).

The supplier must be given written notification of such defects without delay. An opportunity to review the defective goods must be conceded to the supplier. The obligation to give notice of defects does not apply to consumers.

The party ordering must give the supplier adequate time and opportunity to carry out such repair, delivery or service. If the supplier allows an appropriate period of time granted for this purpose to elapse without correcting the defects, or if he refuses to do so without justification, the party ordering has the right either to withdraw from the contract or to reduce the agreed remuneration sum, as he chooses. Defects caused by natural wear and tear and damage occurring after the passing of risk as a result of incorrect or negligent handling, excessive stress or unsuitable operating materials are excluded from the warranty and liability terms.

Any damage caused by alteration or maintenance work performed by the party ordering or an unauthorized third party is not covered by the warranty.

The limitation period for claims for defects against entrepreneurs shall be 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. Furthermore, it does not apply to damages based on 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.

No other claims may be asserted by the party ordering against the supplier and his vicarious agents, in particular as regards compensation for damage not incurred on the delivered item itself. The above listed restrictions to liability do not apply in the event of intent, gross negligence or the absence of warranted properties as well as in cases of injury to life, body or health. If the supplier negligently infringes an obligation essential to the contract, his obligation to compensate for personal injury and damage to property shall be limited to the sum covered by the supplier's liability insurance. The supplier is willing on request to inform the party ordering of the insurance sum covered.

None of the limitations and exclusions of the rights of the purchaser contained in paragraphs 8 and 9 shall apply to the rights of the purchaser contained in sect. 439 (3) German Civil Code (reimbursement of cost of labor and materials necessary for replacement) nor to purchaser's recourse to the seller in cases of resale of the goods (sect. 445a German Civil Code).

9. Liability

Any liability for compensation in excess of that listed in the last paragraph of Item 8 is excluded, irrespective of the legal nature of the asserted claim.

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

The exclusion of liability mentioned in Item 8 and in Item 9 of these terms also applies accordingly to claims arising from information obtained before or after the signing of the contract through consultation or from printed publications, or from the infringement of accessory contractual obligations.

Inasmuch as the liability of the supplier is excluded or limited, this shall also apply to the personal liability of the supplier's staff, employees, co-workers, representatives and vicarious agents.

10. Prices and Payment

Where no information to the contrary is given, all prices are subject to value-added tax at the legal rate valid on the date of the invoice.

Unless another agreement has been reached, all prices are ex works and do not include packaging. Prices are quoted in Euro.

Unless otherwise agreed, payments are to be made free supplier's payment office within 10 days of the invoice date with a 2 % discount, or within 30 days with payment of the full net sum. Bills of exchange and cheques will only be accepted on account pending full discharge and the party ordering must carry the costs of discounting, collecting and cashing.

The party ordering can only offset claims which are undisputed or have been established by process of law. In addition to this, he is only entitled to exercise the right to withhold payment if his counterclaim is based on the same contract.

Sales representatives and customer service technicians are not entitled to collect unless they have been given express written authorization to do so.

11. Retention of Title

The supplier retains the ownership rights to the delivered article until receipt of all payments – including interest and the costs of any legal action – due on the basis of the delivery contract and the entire business connection.

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.

The party ordering is authorized to sell the delivered goods in the proper course of business. In the event of resale, the claim of the party ordering is transferred to the supplier upon conclusion of the resale contract to the amount of any pending claims the supplier may still have, even if the party ordering has altered, processed or installed the delivered goods. In the event that the delivered goods have been processed, this will apply to the value of the goods delivered by the supplier in proportion to that of the finished product. The party ordering may not pledge the delivered article or assign it by way of security and must store and insure it in the proper manner. The party ordering must notify the supplier without delay in the event of seizure, confiscation or any other disposition by a third party.

The supplier will release securities at the request of the party ordering inasmuch as their value exceeds the value of the secured claims by more than 20 %.

12. Impossibility, Adaptation of Contract

Should it become impossible for the supplier to carry out the service to which he is committed due to his own fault, the party ordering is entitled to claim for damage and/or the reimbursement of expenses up to a maximum of 10 % of the value of that part of the delivery or service which cannot be put into proper and useful operation as a result of the impossibility. This restriction of liability does not apply in the event of intent or gross negligence. The right of the party ordering to withdraw from the contract is not affected by this.

13. Place of Jurisdiction, applicable law

If the party ordering is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court responsible for the locality in which the supplier has his head office. The supplier is also entitled to bring action in the locality in which the party ordering has his head office. German Law shall apply to all contractual matters. The United Nations Convention on the International Sale of Goods (CISG) is excluded.

14. Foreign Transactions

These terms and conditions only apply if no special export business terms have been agreed. The German version of an agreement and of these Terms and Conditions shall prevail.

Special Conditions for After-Sales Service, On-Site Assembly and Repairs

1. General

Provided that no agreement to the contrary has been reached, the provisions of the above General Terms of Delivery and Payment shall apply.

Acceptance of the order can also be made through implementation thereof.

2. Cost Estimates

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

3. Invoice and Payment

Work hours, utilized parts, materials and refillable active ingredients will be charged separately unless a flat-rate price was agreed in writing when the order was placed. Inasmuch as they are applicable, our customer service and spare parts pricelists shall apply. Immediately following completion of the work and receipt of the invoice payment is to be made net cash directly to us or to our authorized agents, providing they have written authorization to collect.

4. Acceptance

The work carried out by us is accepted and acknowledged by the customer by means of his signature on the customer service order or corresponding form. If no such acceptance is made, our work will be regarded as having been accepted on the 12th working day after written notification of the completion of the work has been given or when the system is put into use, whichever date is earlier.

5. Replaced Parts

If no agreement to the contrary was reached when placing the order, replaced parts become our property.