

General Terms and Conditions from 06/2022
SGS Aqua Technologies GmbH (SGS)

§ 1 Validity of the Terms and Conditions The deliveries, services and offers of SGS are made exclusively on the basis of these Terms and Conditions. Counter-confirmations of the Customer with reference to his terms and conditions of business or purchase are hereby contradicted. Contradictory terms and conditions or terms and conditions deviating from our General Terms and Conditions of Business shall only be binding insofar as we have agreed to them in writing in each individual case.

§ 2 Offers and Conclusion of Contract 1. Our offers are subject to change and non-binding. SGS shall be bound by specially prepared offers for 30 calendar days from the date of the offer. 2. An order shall only become binding upon confirmation of our order confirmation. 3. Statements in offers and/or order confirmations of SGS which are based on an obvious error, namely a clerical or calculation error, shall not be binding towards SGS. Rather, the obviously intended explanation applies. 4. All agreements, whether made during or after the conclusion of the contract, must be set out in writing. 5 Planning activities are not subject matter of the contract and require separate commissioning.

§ 3 Prices, Pricing and Price Changes 1. Prices are net prices and are subject to the statutory value added tax. Construction services in accordance with §13b Value Added Tax Act (UstG) are invoiced net, in which case the tax liability lies with the recipient of the service. Payments must be made in euros. 2. Unless otherwise agreed, the prices shall apply ex works Winterberg excluding packaging 3. If there are more than six months between the conclusion of the contract and the agreed and/or actual delivery date, the Contractor's prices valid at the time of delivery or provision shall apply. In the event of price increases by his upstream suppliers, increases in wage and transport costs or other unexpected cost

increases, the Contractor shall be entitled to demand negotiations on a revision of the price.

§ 4 Delivery and Performance 1. The contractually agreed delivery period shall commence on the date of issue of the Contractor's order confirmation and release of all technical details. The delivery time depends on the size of the order. 2. If the delivery or service is delayed due to a circumstance for which SGS is responsible, liability shall be in accordance with the statutory provisions. In the event of slight negligence, liability shall be limited to the foreseeable damage typical for the contract. This principle applies in particular in the event of force majeure, strike, lockout, official orders, etc., even if these obstacles occur at suppliers of SGS or their subcontractors. The duration of a period of grace to be set by the Customer in the event of a delay in performance in accordance with the statutory provisions is set at two weeks, commencing upon receipt of the period of grace by SGS.

§ 5 Shipping and Transfer of Risk The risk shall pass to the Customer as soon as the consignment has been handed over to the person carrying out the transport or has left the SGS factory for the purpose of dispatch. If dispatch is delayed or not carried out at the instigation of the Customer, the risk shall pass to the Customer upon notification of readiness for dispatch. 2. At the request of the Customer, deliveries will be insured in his name and for his account.

§6 Payment 1. Unless otherwise agreed, advance payment and partial invoices shall be settled within 10 days. Unless otherwise agreed, final invoices shall be paid within 30 days. 2. In the event of late payment, we reserve the right to charge interest on arrears in accordance with the statutory provisions. 3. Offsetting on the part of the Customer is excluded unless the counterclaims are legally established or not disputed by SGS and arise from the same order.

§ 7 Invoicing If the order is solely a delivery service: after receipt of order 40% of the order sum, after notification of readiness for delivery 60%. If the order is a delivery and installation service: after receipt of the order 40% of the order sum, a further 30% on notification of readiness for delivery and assembly, 25% after assembly and 5% after acceptance or commissioning.

§ 8 Liability We shall be liable for the contractual performance within the scope of statutory provisions. In the event of slight negligence, we exclude claims for damages - of whatever kind - against us if we have not violated essential obligations which are of particular importance for the fulfilment of the contract. Our liability is limited to the foreseeable damage typical for the contract. We shall be liable without limitation for damages arising from the breach of a guarantee or from injury to life, body or health and for intent and gross negligence. Claims in tort based on a product defect are subject to a limitation period of one year. The limitation period of one year does not apply to our unlimited liability for damages arising from the breach of a warranty or from injury to life, body or health, for intent and gross negligence and for product defects. Any liability, in particular for environmental damage, is excluded if insolvency proceedings have been opened or the Customer has suspended payments. Claims under the Product Liability Act remain unaffected.

§ 9 Claims for Defects The Customer shall inspect the products delivered by us upon receipt for obvious defects, deviations in quantity or incorrect deliveries and notify us of these in writing within one week. Furthermore, the claims for defects are determined in accordance with § 13 VOB/B.

§ 10 Retention of Title Until all claims to which the Customer is entitled for any legal reason have been settled, SGS retains title to the products delivered.

§ 11 Applicable Law / Place of Jurisdiction 1. These Terms and Conditions and the entire

legal relationship between SGS and the Customer shall be governed by the law of the Federal Republic of Germany with the exception of the UN Convention on Contracts for the International Sale of Goods. 2. The place of performance and exclusive place of jurisdiction for all disputes arising from this contract, to the extent permitted by law, shall be the registered office of SGS, unless otherwise stated in the order confirmation.

§ 12 Copyright We reserve the property rights and copyrights to all documents provided to the Customer in connection with the placing of the order, even if only provided for inspection, such as expert opinions, analyses, confirmations. These documents may not be made accessible to third parties unless we give the Customer our express written consent to do so. Industrial property rights must be observed.