

General terms of business

of the Herborner Pumpentechnik GmbH & Co KG

These General Terms & Conditions of Delivery are to be used with regard to:

1. a person practicing a commercial or independent professional activity at the conclusion of the contract (entrepreneur);
2. corporate bodies under public law or a special fund under public law. Should there be any individual contractual agreements between the Supplier and the customer beyond the content regulated within these Terms & Conditions of Delivery then these shall have priority. In such a case the General Terms & Conditions of Delivery of the Supplier shall only apply additionally.

I. General – scope of applicability

The sales and supply conditions below are the sole conditions applicable for our supplies and services. Customers' conditions which differ from these, which we have not expressly recognized in writing, are not binding, even if we have not expressly opposed them. Other agreements, modifications and collateral agreements must be confirmed in writing.

The incorporation and interpretation of these sales and supply conditions are governed, as are the conclusion and interpretation of legal transactions with the customer, exclusively by the laws of the German Federal Republic. The UN commercial law (CISG) cannot be applied.

The place of fulfilment for all obligations arising directly or indirectly, including the customer's obligation of payment is our registered office.

Legal domicile for all disputes arising from this contractual relationship is the court district responsible for our registered office. We are also entitled to take the customer to court in the court district responsible for his registered office.

II. What is on offer, extent of goods or services supplied or to be supplied, termination of contract

All offers of the supplier are subject to change. Our written confirmation of order exclusively defines the extent of the goods or services which we are contractually obliged to supply.

We reserve the right to make modifications in the construction, the choice of materials, the specification and the design even after despatch of a confirmation of order,

provided that these modifications do not contradict either the confirmation of order or the customer's specification.

We are authorized to make partial deliveries, and these can be separately treated in the accountancy.

If after conclusion of the contract a substantial deterioration of the customer's financial circumstances should occur through which our claim to payment is endangered, we can refuse the goods or services to which we are obligated, until the compensation has been paid or security for it has been established.

Dimensions, weights, deliverability, operating behaviour, space and energy requirements are calculated in the drawings, pictures, and descriptions that accompany or are referred to in the offer or the Supplier's confirmation letter and can only immaterially deviate from the actual execution and/or in the case of the commencement of production, however, without affecting the typical contractual obligations of the Supplier.

The offered scope of delivery corresponds to the European safety regulations applicable at the time of the conclusion of the contract. The customer shall notify the Supplier of changes to this safety standard that are due to the installation site of the delivery item by the placement of the order at the latest so that the parties can reach a separate agreement regarding these changes

Insofar as this is reasonably acceptable for the customer, changes and/or additions to the accessories and equipment of the delivery item shall be undertaken by the Supplier.

The Supplier shall reserve the proprietary rights and intellectual property rights to samples, cost proposals, drawings, systems, images, designs, descriptions, and similar information in tangible and intangible form (including in electronic form).

Changes and/or amendments to the content and scope of the contract requested by the customer therefore require the written confirmation of the Supplier in order to be valid. This also applies to a change of this written form requirement. This written form requirement can only be changed with a written confirmation of the customer and the Supplier.

III. Prices and payment conditions

In the absence of a special agreement our prices are ex-works including loading in the works but excluding packing and other despatch and transport expenses. Packing is calculated as part of the cost price and is not returnable. VAT at the current legal rate as well as any other taxes, levies, and customs duties (e.g. withholding tax) shall be added to the prices.

Costs for shipping, transfer, charging, loading, packing, and conversion of transport vehicles etc. requested by the customer as well as for government levies shall not be included. These shall be charged to the customer separately by the Supplier.

The price named in the written confirmation of order applies, and/or if needed the agreed list prices in force at the time of the confirmation of order. In the event of substantial, unpredictable changes in cost prices which are beyond our influence, we reserve the right to raise our prices accordingly. This does not apply for the supply of goods or services which are to be delivered or supplied within 4 months after the signature of the contract, unless the goods or services are delivered or supplied in the context of long-term indebtedness. If the customer asks for modifications after confirmation of order, any extra costs arising are billed by us.

Our invoices are due for payment immediately, and after receipt by the customer payable net within 30 days or within 10 days with a cash discount of 2%. The criterion for punctual payment by the customer is the entry of the funds into our company account.

In the event of late payment by the customer late payment interest is payable at the legal rate. This does not preclude the assertion of damages for delay over and above the said interest.

Bills of exchange and cheques are accepted only for convenience of payment and are not valid until unconditional acceptance as payment has been made. Bank, discount and other expenses are borne by the customer.

IV. Delivery times, acceptance and despatch

The delivery period begins with the despatch of the confirmation of order, but not before the production of the documents, authorizations, releases which are to be supplied by the customer nor before the receipt of any agreed down payment.

The delivery period is met if the item to be supplied has left our works before its expiry or readiness for despatch has been communicated to the customer.

The dates agreed upon between the parties shall be postponed appropriately in the case of force majeure impacting the Supplier or one of the Supplier's sub suppliers. All unforeseeable events that lie outside of the realm of influence of the Supplier or cannot be overcome with reasonable effort, particularly natural events, highly contagious illnesses, war, civil war, terrorist acts, riots, fire, labour disputes, damages in transit, radioactive contamination to the delivery item, to the place of delivery, or to its respective surroundings shall be considered force majeure. The Supplier shall not be responsible for the circumstances described above even if they arise during an already existing delay.

The Supplier is obligated to immediately notify the customer of the occurrence of force majeure.

If harm occurs to the customer because of a delay imputable to us he is entitled to demand a delay indemnity, to the exclusion of further claims. This amounts for each complete week of delay to 0,5 %, up to a maximum total of 5% of the value of that part of the total goods or services to be supplied which because of the delay cannot

be used at the correct time or in accordance with the contract. Further damage claims by the customer for late delivery or service are not acceptable. This does not apply if we are liable because of intention or gross negligence. The customer's right of withdrawal after the fruitless expiry of an extension period granted to us remains unaffected.

If no fixed date for acceptance has been agreed, the customer is required to accept the item to be supplied within 8 days of being informed of its readiness. If the customer does not comply with this obligation of acceptance, we are entitled, without affecting any further legal possibilities, to demand immediate payment, to store the item to be supplied at the customer's expense and risk or to dispose of the item to be supplied in some other way and to deliver to the customer at the next possible time. In this event the risk of accidental destruction or accidental deterioration of the item to be supplied passes to the customer on communication of readiness to deliver.

The acceptance must be carried out immediately on the acceptance date or, alternatively, after the supplier provides notification of readiness for acceptance.

At Supplier's request the customer is obligated to cooperate in setting a date for executing the acceptance, to cooperate in generating minutes of acceptance reflecting the outcome thereof, and to sign the protocol. All outstanding items are to be recorded therein, otherwise the Supplier's services shall be considered approved and accepted without defect.

The despatch takes place ex-works at the customer's expense and risk. We take out transport, breakage, theft and other assurances only on the express demand of the customer and at his expense. If the despatch is delayed at the customer's request, then beginning one month after notification of readiness for despatch, the storage costs of storage on our premises will be charged to him, with a minimum of 0,5 % of the total invoice amount for each month. In addition, we are entitled, after the setting and fruitless expiry of a suitable period, to dispose of the item to be supplied in some other way and to deliver to the customer with a suitably lengthened period.

V. Transfer of risk

The risk is transferred to the customer on acceptance, on the day of unjustified refusal to accept, or on lack of action by the customer after expiry of an extension granted by us or any separately agreed acceptance date. If the despatch of the item to be supplied to the customer or to third persons has been agreed, the risk is transferred on handing over the item to be supplied to the transporter (haulage, railway etc.). In all cases the risk is

transferred when the item to be supplied is put into service. If we take back items for reasons for which we are not responsible, the customer bears the risk until the arrival of the item in our premises.

VI. Reservation of property

We retain the property in the items to be supplied until all requirements of the business relationship with the customer have been fulfilled.

The customer may not pledge or give as security goods supplied under reservation of property. In the case of distraint or seizure or other disposition by third parties the customer must inform us thereof immediately. If the item has been machined or processed by the customer, the reservation of property extends to the whole of the new item. In the event of processing, connection or mixing of the reserved goods with goods from other sources, we obtain co-proprietorship in the new item in relation to the ratio of the book value of the reserved goods to the book value of the other goods used.

The customer is entitled to dispose of the reserved goods in the framework of a regular business activity. If the customer in his turn disposes of the item to be supplied without receiving the full purchase price in advance or without delay in return for handing over the goods, then he must agree a reservation of property corresponding to these conditions with his client. The customer hereby makes over to us his claims arising from this disposal and the rights arising from the reservation of property agreed by him. He is obliged if we demand it to make this making over known to the acquirers and to provide us with the information necessary to assert the right against the acquirers and to hand over documents.

The customer is entitled to make claims resulting from the disposal of the reserved goods up to the retraction by us which is authorized at any time. This entitlement to claim becomes extinct in the event of a petition for insolvency. The customer is not entitled to dispose of the claim.

If the value of the securities existing for our benefit exceeds our claims on the customer by more than 20%, we shall, on demand of the customer or of a third party affected by the excess security, release a corresponding part of the securing rights.

VII. Warranty

We offer no warranty for material defects which derive from use not in conformity with the contract, normal and technically unavoidable wear, incorrect or negligent treatment by the customer, the influence of weather nor chemical, electrochemical or electrical influences, (e.g. current fluctuation), as long as these circumstances cannot be attributed to a fault on our part. If our installation, operating or maintenance instructions are not followed, modifications to the item supplied are undertaken, parts are changed or consumable materials are used which do not correspond to the original specification, then all warranties are inapplicable if the defect can be attributed to this.

In the event of justified complaints about a defect, in the first instance the customer can simply demand correction of the defect. This takes place as we choose either by repair of the defect or by supply of an item without defects. The customer may withdraw from the contract or reduce the price only if we refuse correction, if the correction is a failure, turns out to be impossible, or is unacceptable to the customer.

If the customer or a third party improperly performs repairs then there shall be no liability on the part of the Supplier for the resulting consequences. The same applies for changes to the delivery item that were carried out without the consent of the Supplier.

All claims under warranty expire in 12 months from the delivery of the item, or – if no delivery has been made – from the transfer of risk. This does not apply to such items to be supplied which in accordance with their usual method of use have been used for a building and have caused its defectiveness. In this case the statutory period of limitation applies for defect claims. The same applies to fraudulent withholding of knowledge of a defect.

VIII. Exclusion of liability and limitation of liability

The Supplier shall be liable for damages that did not occur to the delivery item itself - irrespective of what legal grounds they may be derived from - only

- a. in the case of intent,
- b. in the case of gross negligence,
- c. in the case of culpable injury to life, limb, or health,
- d. in the case of defects that the Supplier fraudulently failed to disclose,
- e. within the framework of a promise of a guarantee (“Garantieusage”),
- f. in the case of defects of the delivery item, insofar as the Supplier is liable for bodily injury or property damage for privately used items according to the Product Liability Act.

If there is a proven culpable violation of material contractual obligations (i.e. obligations characterizing the contract and upon which the customer can reasonably rely) then the Supplier shall also be liable in the case of slight negligence (“einfache Fahrlässigkeit”), however, only to an extent limited to damages typically and reasonably foreseeable for this type of contract. Further claims are excluded

IX. Copyright

We retain the property and copyright and in drawings, sketches, cost estimates and other offers and documents accompanying confirmations of orders. The customer may use them only for the agreed purpose and may not duplicate them or make them available to third parties without our agreement. On demand, these documents and any duplicates thereof are to be returned to us.

X. Export controls and re-export

The Customer is obliged to comply with all economic sanctions, export control regulations and import restrictions under applicable German law, EU law and any

locally applicable jurisdiction; this also applies with regard to US law, to the extent that it is compatible with German or EU law.

The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the contract that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014. If the Supplier transfers – under or in connection with the contract that falls under the scope of Article 12ga of Council Regulation (EU) No 833/2014 – intellectual property rights, trade secrets or other information within the meaning of the named Article 12ga to the Customer or if the Supplier grants corresponding access or re-use rights to intellectual property or trade secrets, the Customer shall not transfer these rights and trade secrets, directly or indirectly, to the Russian Federation or for use in the Russian Federation; the Customer is obliged to pass this restriction on to its own customers. Furthermore, the Customer shall not sell, export or re-export, directly or indirectly to Belarus or for use in Belarus any goods supplied under or in connection with the contract that falls under the scope of Article 8g of Council Regulation (EG) No 765/2006.

The Customer shall undertake its best efforts to ensure that the purpose of this Section is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Section.

Any violation of this Section shall constitute a material breach of an essential element of the contract, and the Supplier shall be entitled to seek appropriate remedies, including, but not limited to: (i) withdrawal from the contract; and (ii) a contractual penalty of 30% of the total value of the contract or price of the goods exported, whichever is higher. The contractual penalty shall be offset against any claims for damages.

XI. Software/ Use of data

To the extent software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the delivered software including its documentation in return for payment in accordance with the contract. It shall be delivered only for use on the item for which it is intended.

Use of the software on more than one system is not permitted unless the Supplier provides its prior written consent. The Customer may duplicate, edit, translate, or convert object code into source code only within the legally permitted scope (Sections 69 a ff. of the German Copyright Acts).

The Customer pledges not to remove nor change manufacturer's data - particularly copyright marks - without the express prior consent of the Supplier.

All other rights to the software and documentation including copies remain with the Supplier or the software provider. The issuing of sub-licenses is not permitted.

The Customer shall issue the Supplier the unrestricted permission to create an electronic connection to the delivery item (e.g. by means of a modem or VPN) as well as to retrieve, process, and make use of data. The Supplier is authorised to view and store the recorded data. The supplier retains all rights to the material recorded in this way

Personal data will not be transmitted on the basis of this clause

Herborn, 05.12.2024