

General Terms and Conditions of Delivery and Payment (GTC)

- Version dated August 2025 -

WaterBeck GmbH

Referred to as: WaterBeck

1. Validity

1.1 These General Terms and Conditions of Delivery and Payment (GTC) form the basis for all business relations between WaterBeck and the Purchaser. These GTC shall only apply if the Purchaser is a trader (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law. The GTC are an integral part of all contracts that WaterBeck concludes with the Purchaser for the deliveries or services offered by WaterBeck. They shall also apply to future business relationships, even if they are not separately agreed again.

1.2 Terms and conditions of the Purchaser or third parties shall not apply, even if WaterBeck does not separately object to their validity in individual cases. Even if the Purchaser refers to a document that contains or refers to the terms and conditions of the Purchaser or a third party, this does not constitute agreement with the validity of those terms and conditions.

1.3 The relationship between WaterBeck and the Purchaser shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

2. Contract offer and conclusion

2.1 All offers are subject to change and non-binding, unless they are expressly designated as binding or contain a specific acceptance period. The Purchaser shall be bound by its order until receipt of the order confirmation from WaterBeck, but no longer than three weeks after sending the order.

2.2 Information provided by WaterBeck on the subject matter of the delivery or service (e.g. weight, dimensions, utility values, load capacity, tolerances and technical data) and the representation thereof (e.g. drawings and illustrations) are only approximate, unless exact conformity is required so that the information can be used for the contractually intended purpose. They are not guaranteed characteristics, but descriptions or designations of the delivery or service. Production-related deviations for dimensions and quantities within the customary scope of up to 10% are permissible. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components with equivalent parts are permissible, provided that they do not impair usability for the contractually intended purpose.

2.3 The legal relationship between WaterBeck and the Purchaser shall be governed solely by the contract concluded in writing, including these General Terms and Conditions of Delivery and Payment. The contract concluded between WaterBeck and the Purchaser fully reflects all agreements between the parties regarding the subject matter of the contract. Verbal commitments made by WaterBeck prior to or upon conclusion of this contract shall not be legally binding. Any verbal agreements between the contracting parties shall be replaced by a written contract, unless expressly agreed otherwise between the parties in each case.

2.4 Additions and amendments to the agreements made, including these General Terms and Conditions, must be made in writing to be legally effective. This also applies to any divergence from the written form requirement itself; express and individually negotiated agreements between the parties are not covered by this (double) written form clause. Telecommunication, in particular by fax or e-mail, is sufficient to fulfil the written form requirement, provided that a copy of the signed declaration is sent.

3. Prices and terms of payment

3.1 Prices are net and apply ex works, excluding freight, packaging, expenses and transport insurance; prices are subject to VAT. Surcharges for transport and delivery abroad (customs duties, etc.) shall be borne separately by the Purchaser.

3.2 Repairs are invoiced on a time and material basis. If, before a repair is carried out, submission of a cost estimate is required, this must be expressly stated by the Purchaser. The costs for the estimate must be reimbursed. WaterBeck decides at its own discretion whether a repair is made in its own workshop or by a third party. The Purchaser shall bear the costs for packaging and shipping. Repaired equipment will only be delivered against immediate payment. Repairs within the scope of the warranty for defects remain unaffected by this provision.

3.3 If you wish us to prioritise your delivery and hand it over to the carrier as quickly as possible, a handling surcharge of EUR 150 will be charged.

3.4 If WaterBeck has undertaken installation or assembly and unless otherwise agreed, the Purchaser shall bear all necessary ancillary costs. These shall include items such as travel expenses, costs for the transport of tools and

personal luggage as well as daily allowances, in addition to the agreed remuneration.

3.5 Invoice amounts are payable without any deduction within thirty days, unless otherwise stated in the order confirmation or otherwise agreed in writing. The date of receipt by WaterBeck shall be regarded as the date of payment. All payments shall be made in German currency to WaterBeck payment office. Payment by cheque is not accepted unless agreed separately in individual cases. If the Purchaser fails to pay by the due date, interest of 5% p.a. shall be charged on the outstanding amounts from the due date; the right to claim higher interest and further damages in the event of default shall remain unaffected.

3.6 Unless otherwise confirmed in the order confirmation or otherwise agreed in writing, prices are fixed for scheduled delivery within four months of the date the contract is concluded. If this is not the case, the list prices valid on the day of delivery will be charged. WaterBeck's prices are based on current material and labour costs.

3.7 Offsetting against the Purchaser's counterclaims or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or arise from the same order under which the delivery in question was made.

3.8 WaterBeck shall be entitled to carry out or provide outstanding deliveries or services only against advance payment or the provision of security if, after conclusion of the contract, circumstances become known to WaterBeck that are likely to significantly reduce the creditworthiness of the Purchaser and which jeopardise the Purchaser's payment of WaterBeck's outstanding claims arising from the contractual relationship (including from other individual orders to which the same framework agreement applies).

3.9 In the event that the order is cancelled prior to delivery, a flat-rate compensation fee of 10% of the order value will be charged. The other party shall be entitled to prove that no loss or reduction in value occurred, or that it is significantly lower than the flat-rate fee.

4. Lead times and deliveries

4.1 Lead times and dates for deliveries and services indicated by WaterBeck are only approximate in all cases, unless a fixed lead time or a fixed date has been expressly assured or agreed.

4.2 The lead time shall commence upon receipt of all documents required for carrying out the order (plans, film, etc.), after resolving all of the issues prior to execution of the order and after receipt of any agreed advance payment. If an agreed delivery date is exceeded by more than three weeks, the Purchaser must set a grace period of two weeks.

4.3 WaterBeck shall not be liable should delivery be impossible or delayed, insofar as this is caused by force majeure or other events unforeseeable at the time of concluding the contract and for which the seller is not responsible (for example, unforeseen operational disruption that WaterBeck was unable to avoid, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the non-delivery, incorrect or late delivery by suppliers despite a matching substitute transaction concluded by the seller). WaterBeck shall be released from fulfilment of the contractually agreed delivery obligations for the duration of the event. If such events make delivery or performance significantly more difficult or impossible for WaterBeck and the hindrance is not only of a temporary nature, WaterBeck shall be entitled to withdraw from the contract. If the Purchaser cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by making a written declaration to WaterBeck without delay.

4.4 WaterBeck may - without prejudice to its rights arising from default on the part of the Purchaser - request from the Purchaser an extension of delivery and performance lead times, or a postponement of delivery and performance dates equal to the period of time in which the Purchaser fails to fulfil its contractual obligations towards WaterBeck.

4.5 WaterBeck is entitled to make partial deliveries if the partial delivery can be used by the Purchaser within the scope of the contractual purpose, delivery of the remaining ordered goods is assured and the Purchaser does not incur any significant additional effort or additional costs as a result, unless WaterBeck agrees to bear these costs.

4.6 In the case of blanket orders and specially made products, particularly according to customer-specific requirements, WaterBeck insists on total acceptance of the agreed quantity within the specified acceptance period.

5. Place of fulfilment, shipping, packaging, transfer of risk

5.1 The place of fulfilment for all obligations arising from the contractual relationship is Hameln, Germany, unless otherwise agreed.

5.2 The method of shipment and packaging shall be at the due discretion of WaterBeck.

5.3 If shipment of the goods has been agreed and WaterBeck has not assumed responsibility for transport, the risk shall pass to the Purchaser at the latest when the delivery item is handed over (where this point is defined as the start of the loading process) to the forwarding agent, carrier or other third party engaged to carry out the shipment. If shipment or handover is delayed due to circumstances caused by the Purchaser, the risk shall pass to the Purchaser from the day on which the delivery item is ready for dispatch and WaterBeck has notified the Purchaser of this.

5.4 Storage costs after the transfer of risk shall be borne by the Purchaser. If WaterBeck provides the storage, the storage costs shall amount to 0.5% of the invoice amount for the delivery items to be stored per month or part thereof, up to a maximum total of 5%. The right is reserved to assert and prove additional or lower storage costs.

6. Right of return

6.1 As a gesture of goodwill, WaterBeck grants the Purchaser a right of return after prior consultation, subject to the following conditions.

6.2 The period within which the ordered goods can be returned is 14 days from receipt of the goods. If the order had been sent in several partial deliveries, the day on which the Purchaser received the last partial delivery will apply as the date of receipt. Timely despatch of the goods shall suffice for observing the time limit.

6.3 The goods to be exchanged must be returned to the following address: WaterBeck GmbH, Reichardstraße 16-18, 31789 Hameln, Germany. The exchange is at the expense and risk of the Purchaser.

6.4 The goods can only be returned in complete, unused and undamaged condition. The right of return does not apply to goods that are not prefabricated and where the customer makes an individual selection or determines a significant aspect of the manufacture.

6.5 Returns will only be accepted in return for a credit note in the amount of the original net purchase price. A refund of the purchase price will not be issued. WaterBeck charges an exchange fee of 30% of the original net purchase price for each exchanged item.

6.6 Statutory warranty rights remain unaffected.

7. Retention of title

7.1 The delivery items (reserved goods, i.e. goods subject to retention of title) shall remain the property of WaterBeck until full payment of all secured claims to which WaterBeck is entitled against the Purchaser arising from the supply relationship.

7.1.a The Purchaser must treat the reserved goods with care. It must insure them adequately at its own expense against fire, water damage and theft at replacement value. If maintenance and inspection work is required, the Purchaser must carry this out at its own expense.

7.2 To the extent that the value of all security interests to which WaterBeck is entitled exceeds the amount of all secured claims arising from the supply relationship by more than 20%, WaterBeck shall release a corresponding part of the security interests at the request of the Purchaser, following consultation on the matter. The selection of the security interests to be released subsequently shall lie with the Purchaser.

7.3 For the duration of the retention of title, the Purchaser is prohibited from pledging or transferring ownership by way of security. Resale is only permitted to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or makes the reservation that ownership is only transferred to the customer when the customer has fulfilled its payment obligations in full.

7.3.a If the Purchaser resells reserved goods, the Purchaser hereby assigns to WaterBeck its future claims against its customers arising from the resale - in the case of co-ownership by WaterBeck of the reserved goods, in proportion to the co-ownership share - together with all ancillary rights (including any balance claims) by way of security, without the need for any subsequent special declarations. If the reserved goods are resold together with other items without an individual price having been agreed for the reserved goods, the Purchaser shall assign to WaterBeck, with priority over the remaining claim, that portion of the total price claim corresponding to the price of the reserved goods invoiced by WaterBeck. The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims arising from unauthorised action in the event of loss or destruction. WaterBeck accepts the assignment.

7.3.b If a legitimate interest is substantiated, the Purchaser must provide WaterBeck with the information required to assert its rights against the customer and must hand over the necessary documents.

7.3.c Until revoked, the Purchaser is authorised to collect the assigned claims arising from the resale. In the event of cause, including but not limited to default of payment, suspension of payment, initiation of insolvency proceedings (bankruptcy, composition, joint enforcement), protests against bills of exchange or if there are comparable well-founded indications suggesting that the Purchaser may be unable to pay, WaterBeck shall be entitled to revoke the Purchaser's power to collect payments.

7.3.d If third parties seize the reserved goods, in particular by attachment, the Purchaser shall immediately inform them of WaterBeck's ownership and notify WATERBECK of this in order to enable WaterBeck to enforce its ownership rights. If the third party is not in a position to reimburse WaterBeck for the court or out-of-court costs incurred in this connection, the Purchaser shall be liable to WaterBeck for such costs.

7.4 The Purchaser is permitted to process, remodel or combine the reserved goods with other items. The processing, remodelling or combination shall be carried out for WaterBeck. The Purchaser shall store the new item for WaterBeck with the due care of a prudent businessperson. The processed, remodelled or combined item shall be regarded as reserved goods.

7.4.a In the event of processing, remodelling or combination with other goods not belonging to WaterBeck, WaterBeck shall be entitled to co-ownership of the new item in the proportion of the value of the processed, remodelled or combined reserved goods relative to the value of the other processed goods at the time of processing, remodelling or combination. If the Purchaser acquires sole ownership of the new item, WaterBeck and the Purchaser agree that the Purchaser shall grant WaterBeck co-ownership of the new item created by processing, remodelling or combination in the proportion of the value of the processed, remodelled or combined reserved goods relative to the other processed, remodelled or combined goods at the time of processing, remodelling or combination. The Purchaser shall hold the resulting sole ownership or co-ownership item safely on behalf of WaterBeck.

7.4.b In the event that the new item is sold, the Purchaser hereby assigns to WaterBeck a claim against the customer arising from the resale, together with all ancillary rights, by way of security, without the need for any further special declarations. WaterBeck accepts the assignment. However, the assignment shall only apply to the amount corresponding to the value invoiced by WaterBeck for the processed, remodelled or combined reserved goods. The share of the claim assigned by WaterBeck must be satisfied with priority. Section 5.3.c applies accordingly with regard to the authorisation to collect receivables and the conditions for its revocation.

7.4.c If the reserved goods are combined by the Purchaser with real estate or movable property, the Purchaser shall also assign to WaterBeck by way of security, without the need for further special declarations, its claim to which it is entitled as remuneration for the combination, together with all ancillary rights, in the proportion of the value of the combined reserved goods relative to the other combined goods at the time of combination. WaterBeck accepts the assignment.

7.5 If WaterBeck withdraws from the contract in the event of breach of contract by the Purchaser, including but not limited to default of payment (enforcement event), WaterBeck shall be entitled to demand the return of the reserved goods. The costs incurred in surrendering the goods shall be borne by the Purchaser.

8. Notice of defects / warranty

8.1 In the event of material defects or defects of title in the delivered goods, WaterBeck shall initially be obliged and entitled to rectify the defect or make a replacement delivery at its discretion within a reasonable period of time. WaterBeck shall bear the labour and material costs of a warranted repair; WaterBeck shall not bear any other costs, in particular dismantling and testing costs. If the Purchaser moves the goods to a location other than the place of acceptance or if a repair is to be made outside Germany, the Purchaser shall bear the resulting additional costs.

In the event of failure, i.e. if the repair or replacement delivery is impossible, unreasonable, refused or unreasonably delayed, the Purchaser may withdraw from the contract or reduce the purchase price appropriately. The right to compensation shall be determined in accordance with section 10.

8.2 Warranty claims shall have a limitation period of one year after delivery or, if inspection and approval of goods is required, after acceptance. This limitation period shall not apply to claims for damages by the Purchaser arising from injury to life, limb or health, or from intentional or grossly negligent breaches of duty by WaterBeck or its vicarious agents, which shall in each case become time-barred in accordance with the statutory provisions.

8.3 The delivered goods must be carefully inspected immediately after delivery to the Purchaser or to a third party designated by the Purchaser. Where the

goods have obvious defects or other defects that would have been identifiable during an immediate, careful inspection, they shall be deemed to have been approved by the Purchaser if WaterBeck does not receive a written notice of defects within seven working days of delivery. Where the goods have other defects, the goods shall be deemed approved if WaterBeck does not receive notification of the defect within seven working days of the time at which the defect became apparent; however, if the defect was already apparent at an earlier time during normal use, this earlier time shall be the point at which the obligation to give notice of defects begins.

8.4 WaterBeck shall be granted reasonable time and opportunity to remedy the defect. The Purchaser is obliged to pay the shipping costs in advance. In the event of a justified notice of defects, WaterBeck shall bear the costs of the most economical shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the location of intended use.

8.5 Notwithstanding any further claims by WaterBeck, in the event of an unjustified notice of defect, the Purchaser shall reimburse WaterBeck for the expenses incurred in inspecting and, if requested by the Purchaser, rectifying the defect.

8.6 The warranty does not extend to natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating materials, improper storage, or due to special external influences not assumed under the contract, or to non-reproducible software errors. The warranty shall lapse if the Purchaser modifies the delivery item or has it modified by a third party without WaterBeck's consent, and this makes it impossible or unreasonably difficult to remedy the defect. In each instance, the Purchaser shall bear the additional costs of remedying the defect resulting from the modification.

8.7 Any delivery of used items agreed with the Purchaser in individual cases shall be made to the exclusion of any warranty for material defects.

9. Product guarantee

9.1 For certain products, WaterBeck grants the end customer a three-year durability guarantee, which is in addition to the entitlements arising from section 8 of these GTC. The details, in particular the duration, territorial scope and specific conditions and contents of the guarantee, are set out in the guarantee conditions enclosed with the product. Statutory warranty rights remain unaffected by this and apply independently of the guarantee.

10. Liability

10.1 WaterBeck's liability for damages, irrespective of the legal grounds, in particular due to impossibility of performance, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and unauthorised action, shall be limited in accordance with this section 9, insofar as fault is involved in each case.

10.2 WaterBeck shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations include the obligation to deliver and install the delivery item on time, its freedom from defects of title and such material defects that impair its functionality or usability more than insignificantly, as well as obligations to provide advice, protection and care that are intended to enable the Purchaser to use the delivery item in accordance with the contract or are intended to protect the life and limb of the Purchaser's personnel or to protect the Purchaser's property from significant damage.

10.3 Insofar as WaterBeck is liable for damage in accordance with section 9.2, this liability shall be limited to damage which WaterBeck foresaw as a possible consequence of a breach of contract at the time of concluding the contract, or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage is typically to be expected, assuming that the delivery item is used as intended.

10.4 The above exclusions and limitations of liability apply to the same extent in favour of the executive bodies, legal representatives, employees and other vicarious agents of WaterBeck.

10.5 Insofar as WaterBeck provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by WaterBeck, this shall be provided free of charge and to the exclusion of any liability.

10.6 The limitations of this section 9 shall not apply to WaterBeck's liability for intentional actions, guaranteed characteristics, injury to life, limb or health, or liability under the Product Liability Act (Produkthaftungsgesetz).

11. Property rights and copyrights

11.1 The Purchaser has the non-exclusive right to use the delivered software with the agreed performance features in unchanged form on the agreed devices. The Purchaser may only make backup copies of the software insofar as these

are necessary to ensure future use. Copies that are no longer required must be deleted or destroyed.

11.2 All technologies, algorithms and procedures contained in the product, as well as all documents that the Purchaser receives from WaterBeck, are business secrets of WaterBeck and may only be made accessible to third parties to the extent that this is necessary for use of the product.

12. Place of jurisdiction, final provisions

12.1 If the Purchaser is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between WaterBeck and the Purchaser shall be, at WaterBeck's discretion, Hameln (Germany) or the Purchaser's registered office. However, Hameln shall be the exclusive place of jurisdiction for legal action against WaterBeck in such cases. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.

12.2 The contract or these General Terms and Conditions of Delivery and Payment may contain gaps or loopholes. To fill any such gaps or loopholes, those legally effective provisions shall be deemed to have been agreed which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery and Payment if they had been aware of the gap or loophole.