

## General Terms and Conditions For the Delivery of Goods and the Provision of Services

### 1. Scope of Application:

These General Terms of Business are valid for all legal business transactions of the delivery of goods and the provision of services by the Wastewater Solutions Group Ltd (in the following document referred to as WWSG) to the purchaser.

Adverse or additional conditions of the purchaser shall be contradicted with the written or express whole or part agreement from WWSG.

These terms and conditions shall be exclusively applied to business transactions between companies. The terms referring to people within this contract such as purchaser, consumer etc refer to both men and women.

The WWSG works according to the existing terms and conditions; this is also valid for the extension of orders and subsequent orders.

Any printing errors, obvious stray words, spelling mistakes or calculation errors are not binding for the WWSG.

### 2. Offers:

**2.1 Offers made by the WWSG** shall be made only in writing and sent via fax or electronic data transmission as a PDF file and are subject to change as long as nothing to the contrary is agreed.

Should the offer made by the WWSG be deemed as binding and

yet there isn't any validity period specified, the WWSG is bound for a period not exceeding 30 days from the issuing of the order.

**2.2** The offer and the project documentation may not be copied or made available to third parties without express written consent from the WWSG. If no order follows, the previously mentioned documentation is to be returned to the WWSG in its original form. This also applies to cost estimates.

### 3. Conclusion of Contract:

The contract is deemed as concluded in the case of an offer subject to change if the WWSG sends a written confirmation of order on receipt of the order. Should a binding offer be made, however the contract shall be deemed as concluded on acceptance of the offer of the WWSG.

### 4. Withdrawal from Contract:

A default in delivery and service of the WWSG may lead to a withdrawal from the contract by the purchaser, gross negligence on the part of the WWSG as well as not succeeding in delivery on the expiry of a written fixed reasonable period of grace.

### 5. Prices:

**5.1** The prices are calculated according to the contract specification of

the price lists as well as the offers made by the WWSG.

**5.2** All prices are to be read in EUROS and as far as nothing else is expressly agreed to, from the warehouse or plant (EXW EX WORKS according to INCOTERMS 2020), and do not include any costs of transport or packing. The prices do not include the loading of goods, value added tax and any other due taxed and duties or customs' fees and insurance.

**5.3** The prices in the offers made by the WWSG are only valid for the binding duration of the contract.

**5.4** Should the legal basis for the assessment of import duties (e.g. customs) change between the order and the delivery, the WWSG shall be within their rights to adapt the prices accordingly.

### 6. Payment:

**6.1** As far as no other payment conditions are agreed to, the first half of the price is due on the conclusion of the contract and the second half on billing withing 8 days of the final invoice.

The payment is due withing 8 days from the billing on delivery of the goods.

**6.2 Payments** are to be made to the WWWSG without any deductions. A payment is deemed valid from the date it is available to the WWWSG.

**6.3** A delay in payment shall result in interest being charged at the legal rate from the due date. In addition, the purchaser is obliged to pay the costs for the compulsory execution and or the claims by the WWWSG, as far as such measures are deemed necessary.

**6.4** WWWSG may demand prepayment in individual respective cases where it may be expected that the client does not fulfil their payment obligations or does not do this on time (e.g. constant reminders, the client is bankrupt or if on receipt of information on negative credit rating. The request for prepayment shall be made in writing and must be justified.

**6.5** Instead of demanding payment up front, the WWWSG demand security of a reasonable amount for the service (cash deposit, bank guarantee, a restricted access savings account whereby the client may determine the kind of security offered).

The WWWSG may use the security if the client delays payment and does not pay their dues immediately on receipt of the reminder. The security is to be returned to the client should the specifications for their service cease to apply, whereby in the case of a cash security this shall be with interest.

**6.6** Any objections regarding invoices shall not justify a delay in payment or lead to a refusal of payment concerning indisputable parts of the amount on the invoice. The offsetting of counterclaims is only permissible in cases of failure to pay of WWWSG or with claims which are legally linked with the binding forces of the client and are legally determined or accepted.

## **7. Performance of service and Delivery of Goods:**

**7.1** The WWWSG shall start with carrying out the service only when contractual and technical details are

determined and the purchaser has provided all required structural, technical and legal specifications as well as any special obligations. Required permits and agreements of third parties, especially from the authorities are to be provided by the purchaser, as far as there are no other special agreements.

**7.2** The purchaser must provide, free of charge, suitable rooms for the secure storage of tools and materials for the whole period of the WWWSG service to be provided. The energy required for the carrying out of the service including all possible trial operations shall also be provided by the purchaser without any charge.

**7.3** **The delivery of goods** shall be made after the following dates at the latest:

- Date of the contract conclusion;
- Date of the fulfilment of all the above-mentioned technical, commercial and other requirements from the purchaser;
- Date of receipt of a payment or security by WWWSG if necessary before the delivery of goods or provision of service.
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**7.4** **If the delivery** is arranged on call the goods shall be deemed as retrieved 6 months after the order at the latest.

**7.5** **In the event of any** unforeseeable circumstances which are nothing to do with both parties such as any act of nature, industrial action, operation disruption through no fault of one's own, riots, or official measures which prevent the agreed date of delivery, the date thereof shall be extended for the duration of these circumstances. This is also valid for any subcontractor.

## **8. Risks:**

The risk shall be transferred to the purchaser as soon as the WWWSG have the object of purchase/ the service to be provided at the place of manufacture or in the storage space, in accordance the purchaser is also liable for

loading and unloading and the transport is also the risk of the purchaser. The WWWSG shall inform the purchase in good time as soon as the object of purchase/service is ready to be collected at the place of manufacture or the storage space. The receipt of the respective object of purchase/ service takes place with the shipping of the transporter to be arranged by the purchaser or with the assignment to special transport possibilities for the transport or shipping agreements. The point in time of the consignment or shipping is deemed the beginning of the warranty according to point 9 of the General Terms and Conditions. The purchaser shall carry liability for a service after it is completed. The purchaser shall be informed by WWWSG on completion of a service.

## **9. Warranty:**

**9.1** The warranty period is limited to twelve (12) months and begins at the point of consignment or shipping of the respective object of purchase or service at the point of manufacture. The warranty period shall not be changed when the purchase object or service is linked to a building or property.

**9.2** A warranty is excluded if the technical plant including the feed pipes, cables, networks or other purchase objects/services required for the payment in advance is not compatible with the WWWSG produced object of purchase or service concerning its technical and operative condition.

**9.3** There shall be no warranty claim through defects arising from abnormal handling or overstraining, or if any legal or instructions for use and installation from WWWSG are not followed. If the object to be delivered is built using the specifications of the purchaser and the deficiency is due to the specifications or plans; if the fitting is faulty or implemented by the purchaser with a contractor or a third party; through natural wear and tear; through damage during transport; through abnormal handling in storage, through operative conditions which disrupt function (such as a lack of electrical power), through chemical, electrochemical or electrical influences; through

the necessary maintenance not being carried out or bad maintenance in general.

- 9.4** Notification of defects and claims of any sort are, for special loss of warranty claims – to be reported immediately in writing according to the possible causes. Any notification of defects and claims made through word of mouth, on the telephone or not immediately shall not be accepted. Defects which can be determined on receipt of delivery and are yet not recorded in the takeover protocol are excluded from the warranty, as far as such is agreed before the collection or shipment from the works.
- 9.5** Notification of defects and claims are to be made in writing at the headquarters of WWSG and should precisely record the defect and the purchaser has to hand over the object in question as far as this is possible.
- 9.6** The WWSG has the right to order any investigation deemed necessary or to commission this to be done also in the case of this causing the object of delivery or parts thereof temporarily unusable. The purchaser cannot make any claims to WWSG for the temporary unusability of the object for whatever reason. In the case of such an investigation taking place, as long as the fault does not lie with WWSG, the purchaser must cover the costs for this investigation.
- 9.7** Should the purchaser carry out any changes on the to be handed over object of purchase or works without previous written agreement from WWSG, the warranty obligation of the WWSG shall be nullified.
- 9.8** The purchaser has no right claim a price reduction before the authorisation of an attempt at rectification. The WWSG has the choice between offering either the price reduction or improvement to fulfil the warranty in the case of an enforcement of the warranty claim.

**9.9** The purchaser must give evidence of any deficiency at the time of delivery within the first six months from the delivery of the respective purchase object/ service. Accordingly, § 924 ABGB is expressly excluded.

**9.9** As far as the object of purchase/ the works are carried out outside Austria, the purchaser is liable for all costs arising from a possible rectification of a defect such as transport or travel expenses.

#### **10. Liability:**

**10.1** The services provided as well as the delivered goods, equipment and facilities only provide the security which can be expected due to the homologation requirements, instructions for use and operation or other special specifications for maintenance and handling especially with regard to the prescribed examination of equipment and plants or due to given directions.

**10.2** WWSG is liable, with the exception of personal injury, only for the damage which is deliberate or through gross negligence. Liability for slight negligence is accordingly excluded. Any fault or blame on WWGS is to be made evident by the purchaser.

**10.3** The liability for indirect damage, subsequent damage, loss of profit, economic loss, loss through interruption of operations, loss of data, loss of interest as well as damage due to the claims of third parties of the purchaser are also excluded.

**10.4** A possible liability of the WWSG is in any case limited to the amount of the agreed remuneration for the respective object of purchase or work. Any liability beyond this for the WWSG is exclusively excluded.

**10.5** The purchaser must inform WWSG immediately about any defect discovered in the object of purchase of service or any other loss of any kind. Claims for compensation are in any case to be made in court by such cases within six months.

**10.6** Initially, the purchaser can demand as compensation only the improvement or the exchange of the object of purchase or service or part; the purchaser can only demand financial compensation if both are impossible or are bound with a disproportionate effort for WWSG.

**10.7** Should all possible conditions for fittings, putting into operation, utilisation or official homologation requirements not be adhered to, a liability is generally excluded. The purchaser is obliged to make sure that the operational instructions for the delivered objects of purchase or service is adhered to by all users. The purchaser must direct and train especially their personnel and other people who come into contact with the delivered object of purchase or work.

**10.8** The liability to pay damages for resulting demands from the product liability law or similar conditions is excluded as far as this is legally possible. The purchaser shall take on a sufficient insurance for the product liability claims to indemnify and hold the WWSG as harmless.

#### **11. Obligations of the Purchaser:**

The purchaser is liable for ensuring the necessary technical requirements are available for the purchase object and service at the site of operation and that the technical facilities specified for the location such as feed pipes, cables, networks and the like are in a technically faultless operative condition and are compatible to the purchase objects/ service to be produced and provided by WWSG. The WWSG has the right, but is not obliged, to examine these facilities and input and charge a separate fee. Should these obligations not be fulfilled by the purchaser which leads to delays, the WWSG has the right to charge the purchaser a daily fee based on the usual remuneration.

#### **12. Cancellation due to Essential Reason**

The contract parties have the right to cancel the contract with immediate effect, partly or fully, due to essential

reasons in the case of serious breach of contract.

Essential reasons are particularly when:

- A deterioration of the economic situation of the debtor arises or the debtor falls behind with the fulfilment of demands due before the opening of the insolvency and the cancellation of the contract is necessary for the prevention of heavily personal or economic disadvantages of the contract partner regarding claims for payments of credits or service contracts.
- falls behind with the fulfilment of demands due before the opening of the insolvency
- An insolvency is not opened by one of the contract parties due to the lack of capital to cover costs.
- Despite two reminders with the threat of the waivering of the contractual obligation and after the unnecessary expiry of a deadline of one month the due payment obligation is not fulfilled or prepayments or securities according to point 6.4 and 6.5 cannot be rendered.
- If there is a breach of any contractual obligations.

### **13. Reservation of Property Rights:**

All goods delivered and fitted remain the property of WWSG until the balance of all invoices including interest and costs are paid.

### **14. Industrial Property Rights and Copyright:**

- 14.1** The purchaser is liable for the legitimacy of their supplied documentation and materials and concerning this matter indemnify and hold WWSG as harmless also regarding claims of third parties.
- 14.2** Final planning documents, sample prospects etc always remain the intellectual property of the WWSG as well as the industrial property rights and copyright.

### **15. General:**

- 15.1** Any additional agreements or contract amendments shall be done in writing.
- 15.2** The purchaser does not have the right to offset claims against WWSG which are not legally con-

nected to the claims of WWSG of the purchaser.

- 15.3** Should one of the mentioned conditions be or become ineffective, the validity of the other conditions shall not be effected. The ineffective condition shall be replaced with one which the contract parties have agreed upon to target the same economic success.
- 15.4** WWSG has the power to transfer their duties or the whole contract to a third party with debt discharging effect and thereby is only liable for any fault through a poor choice of a vicarious agent.
- 15.5** The purchaser is obliged to inform WWSG of any changes in his address. Pieces of correspondence are valid as being sent to the purchaser if they are sent to the last recorded address.
- 15.6** For business abroad and service the additional sales and distribution conditions are valid. In the framework of the business relation with the buyer there is an unavoidable collection and processing of people related data. The buyer shall therefore receive an authorization and agrees that concerning the company-wide procession of data (e.g.in contact with the suppliers) WWSG can also conduct a data transfer abroad and or to a third party.
- 15.7** The court of jurisdiction is agreed to be the court correctly reserved for the municipality of Wels. Unless otherwise agreed.
- 15.8** Austrian Law shall be applied.

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