

Terms and Conditions of Böhmer GmbH

Gedulderweg 95, D-45549 Sprockhövel

I. General

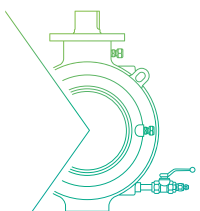
1. All supplies and services, as well as any other agreements which may have been concluded separately, are subject to the present Terms and Conditions. Any deviating Purchaser terms and conditions shall not become contractually binding, even after order acceptance. In the absence of any other specific agreement, a contract shall be deemed to have been concluded when the Supplier confirms the order in writing.
2. The Supplier shall retain all rights, including the rights of ownership and copyright, to all samples, quotations, drawings and similar information of a material and immaterial nature, including all such information in electronic form. Such samples and information shall not be made accessible to third parties. The Supplier agrees that information and documents which have been declared confidential by the Purchaser shall only be made accessible to third parties after receipt of the Purchaser's permission.

II. Prices and Payment

1. Unless otherwise agreed, prices shall be considered ex works prices including loading at works, but excluding packaging and unloading. VAT, at the currently applicable rate, shall be added to these prices. For order values below € 200.00 net for ball valves and below € 100.00 net for spare parts, a handling fee of € 50.00 net will be charged.
2. Unless otherwise agreed, payment shall be made without discount within 30 days of delivery of the goods. The date of receipt of payment by the Supplier shall determine whether or not this deadline has been met. The Purchaser shall be obligated to pay interest on any late payment in the amount of 8 % above the base interest rate.
3. The Purchaser shall have the right to withhold payment or offset payment against counterclaims only insofar as the counterclaims are undisputed and legally binding.

III. Delivery Date, Delivery Delays

1. The delivery date shall be stipulated in the agreements between the contractual parties. Adherence to the delivery date by the Supplier is conditional upon the prerequisites that all business and technical questions have been clarified between the contractual partners and that the Purchaser has fulfilled all his duties and obligations, such as providing necessary official certificates and approvals or advance payments. If these prerequisites have not been fulfilled, then the delivery date shall be extended accordingly. This shall not apply to the extent that the Supplier is responsible for the delay.
2. Adherence to the delivery date is conditional upon correct and punctual receipt of the Supplier's own supplies. The Supplier shall give notice of any impending delays as soon as possible.
3. The delivery date shall be deemed to have been observed if the item to be delivered leaves the Supplier's works, or notification is given of its readiness for despatch, prior to the delivery date. If acceptance is required, the acceptance date or notification of readiness for acceptance shall apply – except in the case of justified acceptance refusal.
4. If despatch or acceptance of delivery is delayed for reasons for which the Purchaser is responsible, the latter shall be charged for the costs arising from the delay, commencing one month after notification of despatch or



readiness for acceptance.

5. The delivery date shall be extended accordingly if failure to comply with the delivery date is the result of force majeure, industrial disputes or other events that are outside the sphere of influence of the Supplier. The Supplier shall notify the Purchaser as soon as possible about the start and end of any such circumstances.

6. The Purchaser is entitled to withdraw from the contract without notice if it becomes irrevocably impossible for the Supplier to fulfil the complete order prior to the transfer of risk. The Purchaser may also withdraw from the contract if, in the case of an order, fulfilment of part of the delivery becomes impossible and the Purchaser has a justified interest in refusing partial delivery. If this is not the case, the Purchaser shall pay the contractual price due for the partial delivery. The same applies in the event of inability on the part of the Supplier. Other than this, section VII.2 shall apply.

The Purchaser shall be obligated to pay compensation if it becomes impossible for the Supplier to deliver during an acceptance delay or if the Purchaser is solely or predominantly responsible for these circumstances.

IV. Transfer of Risk, Acceptance

1. Risk shall be transferred to the Purchaser when the items to be delivered have left the works of the Supplier. This shall also apply in the case of partial deliveries or if the Supplier has taken over other assignments as well, e.g. the costs of delivery and despatch. If acceptance inspection has been agreed, it shall determine the moment of transfer of risk. Acceptance must take place without delaying the acceptance date or, alternatively, upon notification by the Supplier of the goods' readiness for acceptance. The Purchaser may not refuse acceptance by referring to an insignificant defect.

2. If despatch or acceptance is delayed or not completed as a result of circumstances for which the Supplier cannot be held responsible, then the transfer of risk to the Purchaser shall take place on the date of notification of readiness for despatch or acceptance. The Supplier shall agree to take out such insurance as requested by the Purchaser at the latter's expense.

3. Partial deliveries shall be permitted to the extent that they can be considered reasonable for the Purchaser.

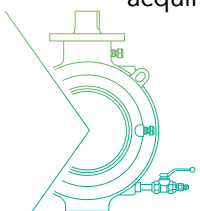
V. Retention of Title

1. The Supplier shall retain title to all items delivered until he has received full payment of all amounts due according to the terms and conditions of the supply agreement.

2. The Purchaser shall be entitled to resell any items delivered in the course of ordinary business operations. However, the Purchaser shall assign to the Supplier, in the amount of the purchase price (incl. VAT) agreed between the Purchaser and the Supplier, all claims accruing from the resale, irrespective of whether the items delivered were resold with or without further processing. The Purchaser is authorized to collect such claims after their assignment to the Supplier. The Supplier's authority to collect such claims itself shall remain unaffected in this respect. The Supplier agrees, however, not to collect such claims as long as the Purchaser continues to fulfil payment obligations in a due and proper manner and is not in default of payment. If, however, the Purchaser defaults, the Supplier can require the Purchaser to notify its debtors of the assigned claims, provide all necessary details for their collection, hand over respective documents to the debtors and notify the debtors (third-party debtors) of the assignment.

Any processing or transformation of the goods by the Purchaser shall always be carried out on behalf of the Supplier. If the items delivered are combined with other items not belonging to the Supplier, the latter shall acquire co-ownership of the new item proportional to the value of the items delivered in relation to the other processed items at the time of processing.

If the items delivered are combined permanently with other items not belonging to the supplier, the latter shall acquire co-ownership of the new item in the amount proportional to the inherent value the items delivered by the



Supplier in the new item. The Purchaser shall ensure safe custody of the property rights of the Supplier.

3. The Supplier is entitled, at the Purchaser's expense, to insure the items delivered against theft, breakage, fire, flood and other damage, unless the Purchaser has proven that he himself has already taken out such insurance for the items delivered.

4. The Purchaser shall not be entitled to sell, pledge or transfer ownership of the items delivered. The Purchaser must notify the Supplier immediately in the event of any distraint, seizure or other such action by third parties.

5. In the event of any action by the Purchaser which is contrary to the contract, in particular delay of payment, the Supplier shall be entitled, after due notification, to repossess items delivered. The Purchaser shall be obligated to hand over such goods.

6. Owing to the retention of title, the Supplier can demand repossession of items delivered only after having withdrawn from the contract.

7. Application for insolvency proceedings shall entitle the Supplier to withdraw from the contract and demand immediate return of items delivered.

VI. Defects and deficiencies in title

The Supplier shall grant the following warranty – excluding all further claims, with the exception of section VII – for defects in the goods delivered and deficiencies in title:

Defects

1. All component parts which are defective due to a reasons dating from before the transfer of risk shall be repaired or replaced impeccably at no cost to the Purchaser. The Purchaser shall be required to inform the Supplier in writing and without delay of any such defects. The replaced parts shall become the property of the Supplier.

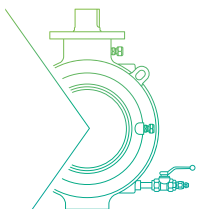
2. By agreement, the Purchaser shall allow the Supplier all necessary time and occasion to undertake any improvements and replacement deliveries as deemed necessary by the Supplier; if this is not the case, the Supplier shall be exempted from any liability for resulting consequences. The Purchaser shall have the right to repair faults on his own, or have them repaired by others and demand compensation from the Supplier for resulting expenditure, only if delaying such action would pose serious safety risks or entail disproportionately large damages, whereby the Supplier must be notified immediately.

3. Of the direct costs incurred as a result of the repair or replacement delivery, the Supplier shall bear the costs of the replacement part including despatch – insofar as the complaint is found to be justified. The Supplier shall also bear the costs of removal and installation, as well as any necessary provision of appropriate fitters and support staff including travel expenses, insofar as this does not result in any unreasonable burden upon the Supplier.

4. Within the scope of the statutory regulations, the Purchaser has the right to withdraw from the contract if the Supplier allows a reasonable deadline to pass without fruition – taking into account statutory exceptions – which has been set for repair or replacement delivery due to a defect. In the event of an insignificant defect, the Purchaser shall only have the right to a reduction in the contractual price. Other than this, the right to a reduction in the contractual price shall be excluded. Further claims shall be regulated by section VII.2 of these terms and conditions.

5. No warranty shall be provided in the following cases:

Improper or incorrect use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, incorrect maintenance, unsuitable operating materials, defective construction work, unsuitable foundations, chemical, electrochemical or electrical influences – insofar as they were not caused by the Supplier.



6. There shall be no liability on the part of the Supplier for subsequent consequences in the event of incorrect repairs or replacements by the Purchaser or a third party. The same applies to any changes or alterations to the delivery item without prior approval by the Supplier.

Deficiencies in title

7. In the event that the use of the item delivered leads to an infringement of industrial property rights or copyright in Germany, the Supplier shall obtain at his own expense the fundamental right for the Purchaser to continue using the delivery item or the Supplier shall modify the delivery item to such extent as acceptable for the Purchaser so that there is no longer any infringement on industrial property rights.

If this is not possible under economically acceptable conditions or within an adequate period, the Purchaser shall have the right to withdraw from the contract. The Supplier also has the right to withdraw from the contract under the aforementioned conditions.

In addition, the Supplier shall indemnify the Purchaser from any undisputed or legally enforceable claims by the owners of such industrial property rights.

8. The Supplier's obligations named in section VI.7 are final subject to section VII.2 in the case of infringements to industrial property rights or copyright.

They become applicable only if

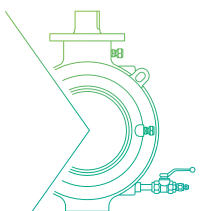
- the Purchaser notifies the Supplier immediately of purported infringements on industrial property rights or copyright,
- the Purchaser assists the Supplier in an appropriate manner in averting any claims and allows the Supplier to undertake the modification measures pursuant to section VI.7,
- the Supplier retains the right to all measures to ward off such claims, including out-of-court settlements,
- the deficiency in title is not based on instructions by the Purchaser and
- the infringement on rights is not the result of the Purchaser having changed the item delivered without authority or using it in contravention of the contract.

VII. Liability

1. The provisions of sections VI and VII.2 shall apply accordingly, under exclusion of further claims by the Purchaser, if the item delivered cannot be used according to the contract by the Purchaser for reasons caused by the Supplier as a result of omitted or faulty execution of proposals and advice before or after conclusion of the contract or as a result of an infringement of other subsidiary contractual obligations, in particular instructions for operation and maintenance of the item delivered.

2. Irrespective of legal grounds, the Supplier shall be liable for damages other than damages to item delivered only in cases of

- a) premeditation,
- b) gross negligence by the owner / corporate bodies or executives,
- c) culpable injury to health, life and limb,



- d) faults that have deliberately been kept secret or the absence of which has been guaranteed by the Supplier,
- e) faults in the items delivered, insofar as liability exists for personal or physical damage to privately used items according to product liability law.

In the case of culpable infringement of significant contractual duties, the Supplier shall also be liable in the event of gross negligence by non-executive employees and in the event of slight negligence; in the case of the latter, this shall be restricted to typical contractual and reasonably foreseeable damage.

Further claims are excluded.

VIII. Statute of Limitations

All claims by the Purchaser – irrespective of legal grounds – shall become void after 12 months. Statutory deadlines shall apply in the case of claims for damages pursuant to section VII.2 a-e. These also apply in the case of faults to a building or items delivered that have been used in compliance with their normal usage for a building construction and have caused its defective state.

IX. Software Usage

Insofar as software is included in the delivery, the Purchaser shall be granted a non-exclusive right to use the software provided and its documentation. The software shall be supplied for use on the item delivered designated for such purpose. Using the software on more than one system is prohibited.

The Purchaser may only copy, revise or translate the software or convert it from object code to source code to such extent as permitted by legislation (Section 69a et seq. Urhebergesetz / Copyright Law). The Purchaser agrees not to remove manufacturer details – in particular copyright marks – or change them without explicit prior agreement by the Supplier.

All other rights to the software and documentation, including copies, shall be retained by the Supplier or the software suppliers. The issuance of sub-licences is not permitted.

X. Applicable Law, Court of Jurisdiction

1. This agreement and all legal relationships between the Supplier and Purchaser shall be subject exclusively to the respective legislation of the Federal Republic of Germany applicable for legal relationships between domestic contractual parties.

2. The court of jurisdiction shall be the court competent for the Supplier's headquarters. The Supplier, however, reserves the right to initiate legal proceedings at the location of the Purchaser's head office.

09/2022

