



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 unless WWSG have given their full or partial approval.

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.

WWSG works according to the existing terms and conditions; this also applies to the extension of orders and subsequent orders.

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

2. Offers:

2.1 Offers made by 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 WWSG be deemed as binding and yet there isn't any validity period specified, WWSG is bound for a period not exceeding 30 days from issuing the order.

2.2 The offer and the project documentation must not be copied or made available to third parties without express written consent from WWSG. If no order follows, the previously mentioned documentation is to be returned to 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 WWSG sends a written order confirmation on receipt of the order. Should a binding offer be made, however, the contract shall be deemed as concluded on receipt of acceptance of the offer by WWSG.

4. Withdrawal from Contract:

In the event of a default in delivery and service by a contractual party, a contractual party may only withdraw from the contract in case of gross negligence on the part of the other party as well as not succeeding in delivery on the expiry of a written fixed reasonable period of grace.

In case of withdrawal, compensation for all incurred costs and damages must be made immediately.

5. Prices:

5.1 The prices are calculated according to the contract specification, the price lists as well as the offers made by 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 packaging.

The prices do not include the loading of goods, value added tax and any other taxes and duties or customs' fees and insurance.

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

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

5.5 In special market conditions, WWSG reserves the right to adjust prices and delivery times, during the offer phase and during the order execution. The price adjustment will be based on the respective consumer price indices and raw material prices.

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 within 8 days of the final invoice.

Payment is due within 8 days from billing, on delivery of the goods.

6.2 Payments are to be made to WWSG without any deductions. A payment is deemed valid from the date it is available to WWSG. In order to ensure all outstanding invoices are considered paid,

payment must be made to one of the below accounts (exhaustive). These accounts are:

EUR account:

IBAN: AT85 2032 0321 0022 0684

USD account:

IBAN: AT16 2032 0321 7561 2460

- 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 collection and/or recovery of the outstanding accounts and or the claims by WWSG, as far as such measures are deemed necessary for collection and/or recovery.

A delay in payment has a suspensive effect. In case of a delay in payment, WWSG is entitled to retain services resulting in an automatic respective postponement of all deliveries promised by WWSG.

- 6.4** WWSG 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. ongoing or initiated dunning procedure, the client is bankrupt or 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, WWSG is also entitled to demand a reasonable amount as a bank security for the service.

WWSG may use the security if the client delays payment and does not pay their dues immediately on receipt of a reminder.

- 6.6** Any objections regarding invoices shall not justify a delay in payment or a refusal of payment concerning indisputable parts of the amount on the invoice. The offsetting of counterclaims is only permissible in cases of WWSG's insolvency or with claims which are legally linked with the customer's liability and that have been determined or accepted by a court.

7. Performance of service and Delivery of Goods:

- 7.1** WWSG shall only start performing the service once all contractual, financial and technical details have been determined, at the earliest, and the purchaser has met all the structural, technical and legal conditions required for execution and fulfilled his other obligations. Required permits and third party consents, especially from authorities must be provided by the purchaser, provided there are no other special agreements.

- 7.2** The purchaser must provide suitable rooms for the secure storage of tools and materials for the entire duration of the performance of the service by WWSG, free of charge. The energy required to perform the service, including any trial operations, shall also be provided by the purchaser free of charge.

- 7.3** The delivery period for delivery of goods shall start at the latest of the following dates:
- Date of conclusion of the contract;
 - Date of fulfilment of all the purchaser's above-mentioned technical, commercial and other requirements;
 - Date WWSG receives a deposit or security required before delivery of goods or provision of service.
 - Date WWSG receives a deposit to one of the accounts listed in point 6.2 and funds are cleared.

- 7.4** If the delivery is arranged on call the goods shall be deemed called off 6 months after the order at the latest.

- 7.5** In the event of any unforeseeable circumstances beyond the parties' control, such as any case of force majeure, industrial action, operation disruption the parties are not responsible for, 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 subcontractors.

- 7.6** Unless otherwise agreed, the following standard delivery terms shall apply:

FCA – WWSG any warehouse in Austria in accordance with Incoterms 2020.

8. Transfer of risks:

The risk shall be transferred to the purchaser in accordance with the contractually agreed delivery terms, or the WWSG standard terms, as listed under point 7.6. WWSG shall notify the purchaser about the delivery in a timely manner. The time of the consignment or shipping is deemed the beginning of the warranty according to point 9 of the General Terms and Conditions. The risk for a service is transferred to the purchaser upon provision of the service. The purchaser shall be notified by WWSG 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 place of manufacture. The warranty period shall not be changed if 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 advance services required for the purchase objects/services are not in perfect technical condition and ready for operation or not compatible with the purchase object or service produced by WWSG.

- 9.3** There shall be no warranty claim through defects arising from incorrect handling or overstraining, or if any legal instructions for use and installation or any instructions for use and installation issued by WWSG are not followed. If the object to be delivered was built using the purchaser's specifications and the deficiency is due to the specifications or plans; in case of incorrect installation or initial operation by the purchaser, his representative or a third party; through natural wear and tear; through damage during transport; through incorrect storage, through operative conditions which disrupt function (such as a lack of electrical supply), through chemical, electrochemical or electrical influences; through the necessary maintenance not

being carried out or bad maintenance.

- 9.4** Notification of defects and claims of any sort must be reported immediately in writing, specifying the possible causes, otherwise the warranty becomes void. Any notification of defects and claims made through word of mouth, on the telephone or not immediately reported shall not be accepted. Defects which can be determined on receipt of delivery – provided this was agreed prior to collection or delivery ex works - and are not recorded in the takeover protocol are excluded from the warranty.
- 9.5** Notification of defects and claims must be made in writing at the headquarters of WWGS 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** WWGS has the right to order any investigation deemed necessary or to commission this to be done even if this causes the object of delivery or parts thereof temporarily unusable. The purchaser cannot make any claims to WWGS for the temporary unusability of the object for whatever reason. In the event such an investigation determines that WWGS is not at fault, the purchaser must cover the costs for this investigation for an appropriate fee.
- 9.7** Should the purchaser carry out any changes to the purchase object or the works without prior written agreement from WWGS, WWGS's warranty obligation shall be nullified.
- 9.8** The purchaser has no right to claim a price reduction before authorisation of an attempt at rectification. In case of a warranty claim (price reduction or improvement), WWGS has the choice between these options.
- 9.9** The purchaser must give evidence of any deficiency at the time of delivery within the first six months from the handover of the respective purchase object/ service. Ac-

cordingly, § 924 ABGB is expressly excluded.

- 9.10** If the object of purchase/ the works is/are taken out of Austria, the purchaser is liable for all costs arising from a possible rectification of a defect such as transport or travel expenses.
- 9.11** In the event software updates are required, these can be provided for respective compensation – on the basis of an offer.
- 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 regards to the prescribed examination of equipment and facilities or due to other given directions.
- 10.2** WWGS is only liable, with the exception of personal injury, for damage which is deliberate or the result of gross negligence. Liability for slight negligence is accordingly excluded. Any fault or blame on the part of 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 WWGS 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 WWGS is expressly excluded.
- 10.5** The purchaser must inform WWGS immediately about any defect discovered in the object of purchase of service otherwise all claims will lapse. Claims for compensation are in any case to be made in court within six months otherwise they will lapse.

10.6 Initially, the purchaser can only demand improvement or the exchange of the object of purchase or service or its parts as compensation; the purchaser can only demand financial compensation if both are impossible or are create a disproportionate effort for WWGS.

10.7 Should possible conditions for installation, 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 operational instructions for the delivered objects of purchase or service are 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 demands resulting from the product liability law or similar provisions is excluded as far as this is legally possible. The purchaser shall take on a sufficient insurance for product liability claims to indemnify and hold WWGS harmless.

11. Obligations of the Purchaser:

The purchaser is liable for ensuring the necessary technical requirements are available for the purchase object/ the service at the site of operation and that the technical facilities specified for the location such as electricity supply, other feed pipes, cables, networks and the like are in a technically faultless operative condition and are compatible with the purchase object/ service to be produced by WWGS. WWGS has the right, but is not obliged, to examine these facilities and advance services and charge a separate fee. In case of breaches of these obligations by the purchaser leading to delays, WWGS has the right to charge the purchaser a daily fee based on the usual remuneration and to charge any additional damages and costs to the purchaser.

12. Cancellation due to Essential Reason

WWGS has 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 insolvency proceedings and the cancellation of the contract is necessary for the prevention of serious personal or economic disadvantages of the contractual partner regarding claims for payments of loans or service contracts.
- the debtor falls behind with the fulfilment of demands due after the opening of insolvency proceedings
- Insolvency proceedings are not opened against one of the contractual partners due to the lack of capital to cover costs.
- Despite two reminders with the threat of the suspending the contractual obligation and after the unnecessary expiry of a deadline of one month the due payment obligations are not fulfilled or prepayments or securities according to points 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 installed 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 shall hold WWSG harmless in this respect, also against third-party claims.
- 14.2** Final planning documents, sample prospects etc always remain the intellectual property of 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 provisions be or become ineffective, the validity of the other conditions shall not be affected. The ineffective provisions shall be replaced with provisions which the contract parties have agreed upon to achieve 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 in writing of any changes in his address, powers of representation and signatories. Pieces of correspondence are deemed as being sent to the purchaser if they are sent to the last recorded address.
- 15.6** For business abroad and service contracts additional sales and distribution conditions apply. In the framework of the business relation with the buyer collection and processing of personal data is unavoidable. The buyer shall therefore grant permission and agrees that in the course of company-wide processing of data (e.g. in contact with the suppliers) WWSG can also conduct a data transfer abroad and/or to third parties.
- 15.7** The court of jurisdiction is agreed to be the court responsible for the municipality of Wels, unless otherwise agreed.
- 15.8** Austrian substantive law shall be applied exclusively to all legal transactions, in particular legal transactions subject to the contractual (delivery) contract and legal transactions subject to these general terms and conditions, to the exclusion of the UN sales convention. The same applies to questions regarding the establishment and the interpretation of the general terms and conditions and of the contract.
- 15.9** In addition, the ICC provisions regarding force majeure shall ap-

ply as per the respective valid version.

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