

STANDARD TERMS AND CONDITIONS OF CONTRACT

TERMS & CONDITIONS RELATING TO ALL AGREEMENTS

1 General

- a) Thank you for doing business with Veolia Water Technologies Deutschland GmbH. We value your custom and look forward to being of service to you. These Terms and Conditions together with the Order shall apply to and govern any agreement between Veolia Water Technologies Deutschland GmbH (“we”, “our”, “us”) and you, the purchaser (“you”, “your”).
- b) Any other terms, conditions, warranties or representations, whether made prior to, collateral with or subsequent to the contract are excluded. These Terms and Conditions and the Order (and those terms agreed under c) below) contain the entire agreement between the parties and supersede any previous agreements, oral or written representations, and all other terms, implied by law or otherwise, are expressly excluded, unless such exclusion is prohibited by law, and subject to condition 6 d) below.
- c) No additional terms of any nature put forward by you or on your behalf, whether printed on your documents or in any other form, shall apply unless they are separately brought to our notice and written and express consent thereto is given by us.
- d) You accept that the only remedies you have in relation to the goods and services provided by us are set out in these Terms and Conditions, the Order and any additional terms agreed under condition 1 c) above.
- e) This agreement and all its terms shall be treated as strictly confidential.

2 Contract Date & duration of after-sales service contracts

- a) The contract between you and us shall become binding only when we have accepted an order for goods or services from you (the “Order”). Any quotation given by us shall be deemed to be an invitation to treat and not an offer on our part. For the avoidance of doubt, an Order may be oral or in writing and may, without limitation, include a signed copy of a work report.
- b) Any after-sales service contracts shall, once entered into force, continue unless and until terminated by either party with 3 months’ written notice to the other.

3 Cancellation

Unless otherwise required by law, orders placed and accepted cannot be cancelled except with our consent and on terms which indemnify us against loss and damage. Goods returned without our consent will not be accepted for credit.

4 Prices & Payment and Risk & Title

- a) The prices quoted by us are the prices at the time of quotation only and the price to be paid, unless agreed otherwise, shall be the standard price ruling at the date of delivery, at the time of installation or at the time of carrying out a service referred to in the Order as the case may be. To the extent they relate to goods and equipment, all prices are ex-works and payable in Euros.
- b) Where the agreement between the parties does not specify other terms of payment, you must, if in Germany, pay invoices in full not later than 30 days from the date of the invoice and, if elsewhere, against irrevocable confirmed letters of credit through a first class European Bank acceptable to us, payable within 30 days from presentation by us of shipping documents.
- c) Unless otherwise agreed, the risk in the goods shall pass to you when the goods are made available for delivery.
- d) Notwithstanding any other provisions in the Order, these Terms and Conditions or any other applicable terms and conditions, all goods shall remain our property until you have paid us in full. You must not dispose of, or mortgage, or charge, or lend, or part with possession of the goods, other than in accordance with the agreed payment terms and only with our express prior written consent.

5 Overdue Accounts

You shall be liable to pay interest at the statutory rate of interest on a daily basis on all overdue accounts. You have no right of set-off of payments due to us.

6 Limitation of Liability & indemnity

- a) All monies due from us to you in relation to a particular Order under or in connection with the Order, these Terms and Conditions and any other applicable terms shall be limited to a maximum of 100% of the value of the relevant Order.
- b) We shall not be liable for any indirect loss or damage suffered by you.
- c) Nor shall we be liable for your loss of production, loss of profit, or loss of business, whether such loss or damage is direct or indirect.
- d) Nothing in the Order, these Terms and Conditions or any other applicable terms and conditions shall limit our liability for death, personal injury caused by our negligence, nor for fraudulent misrepresentation by our authorised representatives.
- e) By placing an Order, you agree to fully indemnify us against all claims, cost, expense, loss or damage whether direct or indirect which we may suffer, from your breach of any of your obligations under the Order, these Terms and Conditions or any other applicable terms.
- f) You are advised to insure against the loss and damage that is your responsibility, whether in law or under these Terms and Conditions, the Order or any other applicable terms.

7 Guarantee

- a) Subject to condition 7 b) below, we will:
 - for a period of twelve (12) months from the date of delivery, or, where the goods or equipment are installed by us, from the date of installation, to make good any defects in goods which are the result of faulty materials or bad workmanship in manufacture; and
 - where a defect is caused by a service provided by us we will make good any such defect within six (6) months from the date of the defect having been caused.
- b) The make good obligation in above condition 7 a) is subject to the following conditions:
 - I. The goods or equipment have been installed by us or installed in accordance with instructions given by us.
 - II. The goods or equipment have at all times been operated in accordance with our operating and maintenance instructions.
 - III. The nature of the input water or other governing data to the goods supplied by us has not changed in composition by a significant amount since the Order was placed.
 - IV. There has been no exchange or modification of the goods or any parts thereof after installation without our prior written agreement.
 - V. Only approved parts, chemicals and consumables have been used with the goods.
 - VI. None of the settings of the goods’ control gear have been altered without our prior written agreement.
 - VII. The goods have not been misused or damaged by external force.
 - VIII. Where a service includes the repair of the goods, we will only make good defects in the repair and never, unless expressly agreed otherwise, after expiry of a period of two (2) years from the start of the original make good period set out in condition 7 a) above.

8 Claims and Returns of Goods or Equipment

- a) We will only be liable to you if you:
 - notified us in writing of the alleged defect within twenty-one (21) days of the date of the alleged defect arising or being discovered by you and in any event not later than twenty-one (21) days after the expiration of the make-good period in condition 7 a) above.
 - prove to our satisfaction that the alleged defect was caused by us.

Veolia Water Technologies Deutschland GmbH

Our brands: AQUANTIS | BERKEFELD | ELGA | PMT | RWO | Standard Solutions Platform

Lueckenweg 5 | 29227 Celle, Germany | Phone: +49(0)5141 803-0 | Fax: +49(0)5141 803-100 | veoliawatertech.de@veolia.com | www.veoliawatertechnologies.de

Managing Directors: Dr. Christian Ausfelder, Christof Berlin | Registered Office: Celle | Country Court: Lueneburg | Registry No.: HRB 200047 | VAT ID: DE811755553

Further locations:

Lise-Meitner-Strasse 4A
40878 Ratingen
T +49 (0) 2102 99754-0
F +49 (0) 2102 99754-89

Bindlacher Strasse 4
95448 Bayreuth
T +49 (0) 921 150879-0
F +49 (0) 921 150879-200

Walter-Koehn-Strasse 1c
04356 Leipzig
T +49 (0) 341 65068-0
F +49 (0) 341 65068-100

Am Loewengang 3
74564 Crailsheim
T +49 (0) 7951 297275-0
F +49 (0) 7951 297275-75

Gerold-Janssen-Strasse 2
28359 Bremen
T +49 (0) 421 53705-0
F +49 (0) 421 53705-440

- b) We have sole discretion whether the goods, or the part in question, should be made available for inspection by our representative at your premises or whether the same should be returned to us at your cost and risk. You shall also be responsible for all costs of redelivery of an alleged defective part after examination and / or repair by us unless we in our discretion shall decide otherwise.
- c) Our prior written permission must be obtained before any goods are returned.

9 Variations and Other Events

- a) All your requests for variation of an Order must be made in writing.
If we in our sole discretion agree to comply with the request:
- i) then you must pay us the amounts we reasonably invoice for the variation; and
 - ii) you acknowledge that any variation may lead to additional costs and extend any time periods to which we agreed (and we shall then not be liable for any such delays).
- b) We may increase the price stated in an Order if a delay occurs that is not attributable to us.
- c) We may make changes to the goods, their delivery or packaging:
- without notifying you if the changes improve the goods or do not substantially deviate from their original specifications; or
 - in other cases, with your approval.

10 Variation of Order Terms

Any attempt by you to vary the content of an Order unilaterally, whether orally or in writing, is void.

11 Drawings

- a) All drawings and design information supplied by us or on our behalf remains or becomes our property and you undertake not to copy, reproduce or disclose it to a third party without our prior written consent. Dimensions, weight and other details on such drawings and documents are approximate only unless certified by us.
- b) If required by you, drawings and design information will be submitted for approval. The period allowed for approval of drawings or design information is limited to 10 working days from receipt thereof and delays in excess of this period may result in a delay in delivery and in such case we shall not be liable for such delay.

12 Purchaser Default:

- If:
- a) you fail to pay when due any amount owing to us; or
 - b) you breach any other provision of these Terms and Conditions, an Order or any other applicable terms and fail to remedy the breach within 7 days after receiving written notice requiring you to do so; or
 - c) any step is taken to appoint a receiver (including an administrative receiver), a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of part or all of your assets or businesses; or
 - d) any step is taken by a mortgagee to exercise any rights to take possession of any of your property;
- then: we may do either or both of the following (in addition to any other rights we may have):
- I. require you to pay immediately the price of any goods and services invoiced but unpaid or to pay in advance of delivery or completion; or
 - II. suspend or cease supplying you with any goods and services.

13 Delivery, Force Majeure and Storage

- a) Where we have agreed to deliver the goods:
- I. we will make reasonable endeavours to deliver on or before the estimated date of delivery, but we exclude liability for delay caused in whole or in part by strikes, lock-outs, works breakdown, fire, shortages of materials or labour, inabilities of sub-contractors, delay in approval of engineered drawings or any other events of whatsoever nature which is beyond our reasonable control;
 - II. you must provide clear access and space for receiving the goods;
 - III. we shall not be responsible for offloading or putting goods into place, unless we have given our prior written agreement; and
 - IV. we shall not be responsible for damage or deterioration in transit unless you notify us thereof in writing within 10 working days of delivery.
- b) If we do not, within ten (10) working days after the date of notification that they are ready for despatch, receive what we consider to be sufficiently precise forwarding instructions to despatch the goods, then you must accept delivery when tendered by us at a date and time of our choosing or arrange storage at your own cost and expense. We shall be entitled to arrange storage and/or insurance on your behalf and you undertake to pay for (and hereby indemnify us in relation to) all charges made for such storage, for insurance and/or delivery.

14 Purchaser's Site and Installation

Where we obtain any knowledge of your site or other site on which the goods are to be installed, then such knowledge shall not mean that we thereby have knowledge of all factors affecting our goods and services. And you shall be responsible for the site's condition to ensure an adequate environment for the goods and services and hereby indemnify us in relation to any risk and other circumstances which affect the site and may impact on our goods and services.

15 Additional charges

We may make and, if made, you must pay reasonable charges in addition to the price stated on the Order if:

- the presence on site of our representative is required for installation, commissioning or after-sales services;
- installation or commissioning is required and this is delayed by reason other than our own fault;
- samples are to be taken, analysed or disposed of;
- contaminated materials are uncovered, analysed or disposed of;
- after-sales, delivery or any other services are required and additional materials used for such purposes; or
- any services are carried out outside normal business hours on normal working days.

16 Jurisdiction

These Terms and Conditions, the Order and any other applicable terms shall be subject to and construed in accordance with the laws of England & Wales. Any dispute arising under or in connection with them shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be London, United Kingdom, and the language of the arbitration shall be English.

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F +49 (0) 2102 99754-89

Bindlacher Strasse 4
95448 Bayreuth
T +49 (0) 921 150879-0
F +49 (0) 921 150879-200

Walter-Koehn-Strasse 1c
04356 Leipzig
T +49 (0) 341 65068-0
F +49 (0) 341 65068-100

Am Loewengang 3
74564 Crailsheim
T +49 (0) 7951 297275-0
F +49 (0) 7951 297275-75

Gerold-Janssen-Strasse 2
28359 Bremen
T +49 (0) 421 53705-0
F +49 (0) 421 53705-440