

Xylem Analytics Germany Sales GmbH & Co. KG - General Terms and Conditions for the Sale and Delivery of Products and Services

1 APPLICATION

Unless expressly agreed otherwise, these terms and conditions ("General Terms and Conditions") apply to all sales and services of Xylem Analytics Germany Sales GmbH & Co. KG (hereinafter referred to as "Xylem" or "Supplier"), if the buyer is an entrepreneur (§ 14 BGB), a merchant within the meaning of the HGB, or a legal entity under public law. These General Terms and Conditions apply exclusively. Deviating conditions of the buyer do not apply.

2 MINIMUM ORDER VALUE, VALIDITY OF QUOTATIONS

- 2.1 The minimum order value is 300,00 EUR. For orders below this minimum order value, the Supplier reserves the right to reject the order.
- 2.2 Offers from the Supplier are non-binding, and the Supplier reserves the right to cancel or withdraw the offer at any time, with or without prior notice or reason, before acceptance by the buyer. Initial orders are only considered accepted if they are confirmed in writing or executed.

3 PRODUCT INFORMATION

All information and data contained in general product documentation and price lists, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the Contract.

4 DRAWINGS AND DESCRIPTIONS

- 4.1 All drawings and technical documents related to the product or its manufacture, which the Supplier provides to the buyer before or after the conclusion of the contract, remain the property of the Supplier.
- 4.2 Drawings, technical documents, or other technical information received by the buyer from the Supplier may not be used for purposes other than those for which they were provided without the Supplier's consent. They may not be used, reproduced, copied, transmitted, or communicated to third parties without the Supplier's consent.
- 4.3 The Supplier shall provide the necessary information and drawings free of charge no later than upon delivery of the products, enabling the buyer to install, commission, operate, and maintain the product. These information and drawings shall be provided in the agreed number of copies or at least one copy each. The Supplier is not obliged to provide production drawings for the product or spare parts.

5 INSPECTIONS AND TESTS

- 5.1 Inspections
- 5.1.1 If expressly agreed in the contract, the buyer is entitled to have the quality of the materials used and the product parts inspected and tested by his authorized representatives, both during manufacturing and after completion. Such inspection and testing shall be carried out at the place of manufacture during normal working hours and regarding the date and time by agreement with the Supplier and at the buyer's expense.
- 5.2 Tests
- 5.2.1 Contractually stipulated acceptance tests shall be carried out at the place of manufacture during normal working hours, unless otherwise agreed.
- 5.2.2 If the contract does not specify technical requirements, the tests shall be conducted according to the Supplier's standard procedures.
- 5.2.3 If requested in writing by the buyer in a timely manner, the Supplier shall inform the buyer in writing about the acceptance tests in due time to enable the buyer to participate in the tests. If the buyer is not represented at the acceptance tests, the test report shall be sent to the buyer, whose accuracy can no longer be disputed. For standard products (as defined by the Supplier from time to time), only a "production card" indicating that the product has passed the test procedure and has been accepted will be delivered with the product. If requested in writing by the buyer before the test is carried out, a test report will be provided to the buyer, for which the Supplier may charge reasonable additional costs.
- 5.2.4 If the acceptance tests show that the product is not in conformity with the contract, the Supplier shall promptly remedy any deviations to ensure that the product is in conformity with the contract. At the buyer's request, new tests shall then be carried out, unless the Supplier considers the deviation

to be insignificant.

- 5.2.5 The Supplier shall bear all costs for the acceptance tests carried out at the place of manufacture. However, the buyer shall bear all costs and expenses for his representatives sent in connection with these tests. The buyer shall bear all costs for optional tests requested by the buyer.

6 DELIVERY, PASSING OF RISK

- 6.1 The agreed delivery terms shall be interpreted according to INCOTERMS 2020. If no specific delivery term has been stipulated, delivery ("Delivery") shall be DAP (Delivered at Place) to the buyer's address as specified in the order accepted by the Supplier. However, the costs incurred by the Supplier for the DAP delivery shall be borne by the buyer, as outlined in clause 9.6 below.

- 6.2 Unless otherwise agreed, partial deliveries are permitted.

7 TIME FOR DELIVERY

- 7.1 Time for Delivery

If the parties specify a delivery period instead of a delivery date within which the delivery must take place, this period begins with the conclusion of the contract and the completion of all official formalities, the performance of all payments due upon the conclusion of the contract, and the provision of any agreed securities or the fulfillment of other preconditions.

- 7.2 Delay on part of the Supplier

- 7.2.1 The delivery dates and/or delivery periods specified by the Supplier in the contract are to be treated as estimates, with the Supplier making reasonable efforts to deliver on time. If the Supplier foresees that it will not be able to deliver the product by the delivery date ("delay"), the Supplier shall inform the buyer and, if possible, provide the expected delivery time.

- 7.2.2 If a delay is caused by one of the circumstances mentioned in clause 13.1 or by an act or omission on the part of the buyer, including a suspension under clauses 9.3 or 13.1, the delivery time shall be extended by a period appropriate to the circumstances. This provision applies regardless of whether the reason for the delay occurred before or after the agreed delivery date.

- 7.2.3 In the event of a delay, the buyer may demand delivery in writing within a reasonable period, which must be at least ninety (90) days from the receipt of the demand by the Supplier. If the Supplier does not deliver within this period and this is not due to a circumstance for which the buyer is responsible or covered by clauses 7.3 or 13.1, the buyer may terminate the contract in writing with respect to the part of the product that cannot be used as intended by the parties due to the Supplier's failure to deliver. In the event of a delay, the buyer is not entitled to claim liquidated damages or penalties from the Supplier.

- 7.2.4 If the buyer terminates the contract due to delay, the buyer is entitled to compensation for the loss incurred as a result of the Supplier's delay. The total amount of compensation, including delay costs, shall not exceed five (5) percent of the net purchase price corresponding to the part of the product for which the contract is terminated, except in cases of intent or gross negligence.

- 7.3 Delay on part of the buyer

- 7.3.1 If the buyer foresees that he will not be able to accept the delivery of the product by the delivery date, he shall inform the Supplier in writing, stating the reason and, if possible, specifying a date when he can accept the delivery.

- 7.3.2 If the buyer is in default of acceptance, he shall still pay the part of the purchase price due upon delivery as if the delivery had taken place. The Supplier shall arrange for the storage of the product at the buyer's risk and expense. Any other direct costs and/or financial burdens arising from such non-acceptance of delivery shall be borne by the buyer. If requested in writing by the buyer, the Supplier shall insure the product on behalf of and at the expense of the buyer.

- 7.3.3 If the default of acceptance by the buyer is not due to one of the circumstances specified in clause 13.1, the Supplier may request the buyer to accept the delivery within a final reasonable period.

- 7.3.4 If the buyer does not accept the delivery within this period for a reason for which the Supplier is not responsible, the Supplier may terminate the contract in whole or in part in writing. The Supplier shall then be entitled to

compensation for the damage incurred as a result of the buyer's default of acceptance.

8 ALTERATION AND CANCELLATION

- 8.1 If the buyer wishes to amend the contract and the Supplier accepts such amendment (acceptance shall not be unreasonably withheld), the amendment shall be considered a new contract, entitling the Supplier to reschedule the delivery time, which shall then commence from the date of the Supplier's written acceptance of the amendment.
- 8.2 Any additional costs resulting from the amendments shall be borne by the buyer, in addition to the purchase price.
- 8.3 If the buyer terminates the contract in whole or in part without justification, the buyer shall reimburse the Supplier, unless otherwise agreed in writing, (i) all costs and expenses incurred by the Supplier up to and including the termination date, and (ii) any additional costs and expenses arising from the termination.

9 PRICES AND PAYMENT

- 9.1 If not expressly stipulated in the contract, the purchase price shall be the price indicated in the Supplier's price list as of the delivery date for these products. For domestic sales, payments shall be made within thirty (30) days from the invoice date in the currency specified in the contract, unless otherwise agreed in writing. For deliveries outside the Federal Republic of Germany, the buyer shall make full payment by telegraphic transfer in the currency specified in the contract before delivery, unless otherwise agreed in writing.
- 9.2 Regardless of the means of payment used, payment shall not be deemed to have been made until the full invoice amount has been irrevocably credited to the Supplier's account.
- 9.3 If the buyer fails to pay by the stipulated date, the Supplier is entitled to charge interest from the due date. The interest rate is nine (9) percentage points above the base rate according to § 288 para. 2 BGB. The Supplier reserves the right to claim further damages for delay and statutory default interest (§§ 352, 353 HGB).
- 9.4 In the event of late payment by the buyer, the Supplier may suspend its performance of the contract until full payment is received.
- 9.5 Notwithstanding other rights to terminate the contract under other sections of these General Terms and Conditions, the Supplier is entitled to terminate the contract in writing to the buyer and claim compensation for the damage incurred if the buyer does not pay the amount due within three (3) months from the invoice date.
- 9.6 Unless otherwise agreed in writing, all prices are Free Carrier (FCA) Supplier's plant and do not include transportation costs or charges related to transportation, even if delivery is DAP according to clause 6.1 above. This means that in addition to the purchase price, the buyer shall compensate the Supplier for all transportation costs and charges as stated in the Supplier's invoice to the buyer, regardless of DAP delivery. The Supplier's prices do not include special packaging unless otherwise agreed in writing. All costs and taxes for packaging shall be borne by the buyer as additional charges. Changes in costs and charges are subject to change without notice.
- 9.7 The price for the products does not include applicable sales, goods, services, value-added taxes, or other duties, tariffs, import costs, or other government charges. The buyer is responsible for paying all such taxes and charges.
- 9.8 If the buyer's financial condition changes during the performance of the contract such that the Supplier, in good faith and applying usual banking standards, deems timely payment insecure, or if there is a change in the ownership of the buyer's company, or if the buyer fails to make payments according to the terms of its contract with the Supplier, the Supplier is not obligated to continue performance under the contract and may stop goods in transit and withhold or refuse delivery of goods unless the buyer provides advance payment or satisfactory security.
- 9.9 If the buyer fails to make advance payment or provide satisfactory security, the Supplier has the right to demand payment of the full contract price for completed and in-process work.
- 9.10 If the buyer defaults on a due payment, the buyer shall immediately pay the Supplier all outstanding amounts for all deliveries made to the buyer, regardless of the terms of such deliveries and whether such deliveries were

made under this contract or any other sales contract between the Supplier or any of its affiliates and the buyer. The Supplier may withhold all subsequent deliveries until the full amount is settled. Acceptance of less than full payment by the Supplier shall not be deemed a waiver of the right to full payment or any other claims by the Supplier.

10 RETENTION OF TITLE

- 10.1 All delivered items remain the property of Xylem until full payment of all claims arising from the purchase contract – in the case of checks and bills of exchange, until they are cashed. These delivered items or the items that replace them according to the following provisions, which are also covered by the retention of title, are hereinafter referred to as "Reserved Goods." The retention of title also serves as security for all claims arising in connection with the delivered item.
- 10.2 Any processing or transformation of the Reserved Goods is carried out on behalf of the Supplier, free of charge and without obligation for the Supplier, in such a way that the Supplier is considered the manufacturer according to § 950 BGB, thus retaining ownership of the products at any time and stage of processing. If the Reserved Goods are processed with other goods not belonging to the Supplier by the buyer, the Supplier shall have co-ownership of the new item in proportion to the invoice value of the Reserved Goods to the other processed goods at the time of processing. The new item is considered Reserved Goods within the meaning of these General Terms and Conditions. If the Supplier's ownership expires due to combination or mixing, the buyer hereby transfers to the Supplier the ownership rights to the new stock of the item in the amount of the invoice value of the Reserved Goods and stores them free of charge for the Supplier. The co-ownership rights arising hereunder are considered Reserved Goods within the meaning of clause 10.1.
- 10.3 The buyer may only sell the Reserved Goods in the ordinary course of business under normal business conditions and as long as he is not in default, provided he has agreed on a retention of title with his customer, and the claims from the resale are transferred to the Supplier according to clauses 10.4 and 10.6. The buyer is not entitled to make other dispositions over the Reserved Goods, particularly pledging or transferring ownership as security. In the event of seizure, confiscation, or other dispositions by third parties, the buyer must inform the Supplier immediately. The buyer must also bear the costs of measures to eliminate the intervention, particularly intervention processes, if they cannot be collected from the opposing party.
- 10.4 The buyer's claims from the resale of the Reserved Goods are hereby assigned to the Supplier. The Supplier accepts the assignment. The claims assigned to the Supplier serve as security for the Supplier's claims to the same extent as the Reserved Goods. If claims are included in a current account relationship agreed between the buyer and his customer, the assignment may refer to the balance in the amount of the claims from the resale.
- 10.5 If the Reserved Goods are sold by the buyer together with other goods not belonging to the Supplier, the assignment of the claim from the resale only applies to the amount of the invoice value of the respective sold Reserved Goods. In the sale of goods in which the Supplier has co-ownership rights according to clause 10.2, the assignment of the claim applies to the amount of these co-ownership shares.
- 10.6 If the Reserved Goods are used by the buyer to fulfill a contract for work or a contract for work and materials within the meaning of § 651 BGB, clause 10.4 applies accordingly to the claim from this contract.
- 10.7 The buyer is entitled to collect claims from the resale and/or processing until revoked by the Supplier at any time. The buyer is not entitled to assign the claim. At the Supplier's request, the buyer is obliged to inform his customers of the assignment to the Supplier and to provide the Supplier with the information and documents required for collection.
- 10.8 If the value of the securities existing for the Supplier exceeds the Supplier's claims by more than ten (10) percent, the Supplier is obliged to release securities to that extent at the buyer's request, at the Supplier's discretion.
- 10.9 In the event of a breach of the conditions regarding the retention of title, the Supplier is entitled to stop further deliveries, demand advance payments and security, and claim damages for non-performance, without prejudice to asserting further claims.
- 10.10 If the retention of title or the assignment is not effective under the law in the area where the goods are located, the security corresponding to the retention of title or the assignment in this area is considered agreed. If the buyer's cooperation is required for this purpose, he must take all measures

necessary to establish and maintain such rights.

11 WARRANTY, BUYERS DUTIES IN WARRANTY CASES, REIMBURSEMENT OF EXPENSES, LIABILITY

- 11.1 The buyer's rights in case of material and legal defects (including incorrect/short delivery, faulty assembly or similar services, as well as defective instructions) are governed by statutory provisions, subject to deviating or supplementary regulations in these General Terms and Conditions. The statutory special provisions on supplier recourse remain unaffected in all cases, except if the defective products were further processed by the buyer or another entrepreneur, e.g., by incorporation into another product, and only if no equivalent compensation has been agreed otherwise.
- 11.2 The Supplier exclusively warrants that the goods have the expressly agreed quality at the time of contract conclusion and are suitable for the expressly agreed use in the contract (e.g., specification in the product specifications or product description). If requirements regarding a specific feature of the products have been agreed upon, this excludes other requirements related to the feature, even if they would meet the objective requirements for the contractual item. Public statements, promotions, or advertisements by the Supplier do not constitute contractual quality of the products. The Supplier assumes no liability for public statements made by third parties (e.g., advertising claims).
- 11.3 Warranty claims by the buyer require that he has properly fulfilled his statutory inspection and notification obligations according to § 377 HGB. In case of obvious defects or incompleteness of the goods, the buyer must notify the Supplier in writing immediately, but no later than within five (5) working days after arrival at the destination. If the defect is not recognizable during the inspection after delivery, the buyer must notify the Supplier immediately, but no later than within three (3) working days after discovery. Claims by the buyer for defects or incompleteness are excluded if he fails to conduct timely inspection or notification. The buyer must also secure evidence in an appropriate form and provide the Supplier with the opportunity to inspect upon request.
- 11.4 The buyer must promptly inform the Supplier of any defect notifications from his customers regarding the Supplier's services. If the buyer fails to comply with this obligation, he has no defect claims against the Supplier.
- 11.5 If the goods have defects, the Supplier may choose to remedy the defects or provide a defect-free replacement as subsequent performance. Only if subsequent performance repeatedly fails or is unreasonable and the defects are not insignificant, the buyer is entitled to withdraw or reduce the price according to statutory provisions. § 478 BGB remains unaffected. The buyer is entitled to claims for damages according to clause 11.8.
- 11.6 Claims for defects expire twelve (12) months from the transfer of risk. The same applies to legal defects. In cases of intentional breaches of duty, claims arising from tort, absence of guaranteed properties, assumption of procurement risks, and personal injury, the statutory limitation periods apply. §§ 438 para. 3, 479, and 634 a para. 3 BGB remain unaffected.
- 11.7 For any replacement deliveries and repair work, a warranty period of three (3) months from delivery or performance of the service applies, but at least until the expiration of the warranty period for the original service.
- 11.8 The Supplier is liable without limitation under the Product Liability Act, in cases of express assumption of a guarantee or procurement risk, and for intentional or grossly negligent breaches of duty. The Supplier is also liable without limitation for intentional or negligent injury to life, body, or health. For slightly negligent caused material and financial damages, the Supplier is only liable in case of breach of essential contractual obligations, whose fulfillment enables the proper execution of the contract and on whose fulfillment the buyer particularly relies, but limited to the foreseeable, typical contractual damage at the time of contract conclusion.
- 11.9 Claims for damages of any kind arising from improper handling, modification, assembly, and/or operation of the delivered items or due to faulty advice or instruction by the buyer are excluded unless the Supplier is responsible for them. The Supplier is also not liable for damages to products manufactured by the buyer or for products in which the buyer's products form a component.
- 11.10 Any further liability for damages than provided in the preceding paragraphs of this clause 11 is excluded, regardless of the legal nature of the asserted claim.
- 11.11 The above limitations of liability apply in terms of reason and amount also

in favor of the Supplier's legal representatives, employees, and other vicarious agents.

- 11.12 Excluded from the warranty are natural wear and tear, all wear parts, and damages caused by transport or improper storage.

12 CONFIDENTIALITY

The parties agree that information received from each other in connection with the contract, which is obviously or reasonably understood as confidential based on its content, shall not be disclosed by the receiving party to third parties without the written consent of the disclosing party, except to the extent that (i) it is necessary for the receiving party to exercise its rights and fulfill its obligations under the contract, (ii) the information is already publicly accessible or becomes publicly accessible later without breach of this contract, (iii) the information was already known to the receiving party at the time of disclosure, as evidenced by written records existing prior to the receipt date, (iv) the information is subsequently, lawfully obtained by the receiving party from one or more third parties, or (v) the information was independently obtained by the receiving party prior to disclosure.

13 FORCE MAJEURE

- 13.1 Each party is entitled to suspend the performance of its contractual obligations to the extent that such performance is made impossible or unreasonably difficult by the following circumstances: labor disputes and all circumstances beyond the control of the party, such as pandemics, fire, earthquakes, natural disasters, acts of God, war, general mobilization, insurrection, requisition, confiscation, embargo, government actions, strikes, lockouts, restrictions on energy consumption, as well as faulty or delayed deliveries by subcontractors ("Force Majeure").
- 13.2 The party invoking Force Majeure shall notify the other party in writing of the occurrence and end of such circumstances without delay.
- 13.3 If Force Majeure prevents the buyer from fulfilling his obligations, he shall compensate the Supplier for the costs incurred to secure and protect the product.
- 13.4 Notwithstanding the other effects stipulated in these General Terms and Conditions, each party has the right to withdraw from the contract by written notice to the other party if the suspension of performance under this clause 13 lasts longer than six (6) months.
- 13.5 If the buyer withdraws from the contract due to Force Majeure, the buyer shall reimburse the Supplier, unless otherwise agreed in writing, (i) all costs and expenses incurred by the Supplier up to and including the withdrawal date, and (ii) any additional costs and expenses arising from the withdrawal.

14 ASSIGNMENT

The buyer may not assign or transfer the contract or any part thereof or any amounts payable hereunder without the prior written consent of the Supplier, and any such assignment made without the Supplier's consent shall be void. The Supplier may assign its rights and/or obligations in whole or in part to an affiliated company within the meaning of § 15 AktG. The Supplier shall notify the buyer of such assignment or transfer.

15 INVALIDITY

- 15.1 If any provision of this contract is illegal, invalid, or unenforceable before a competent court, such provision shall not affect the other provisions of this contract.
- 15.2 The illegal, invalid, or unenforceable provision shall be deemed replaced by an appropriate legal provision that comes as close as possible to the determination of the illegal, invalid, or unenforceable provision.
- 15.3 The same shall apply if the parties have forgotten to address a matter in this contract.

16 DATA STORAGE

The Supplier and all other companies belonging to the Supplier's group are entitled to process, store, and share the data provided to them in connection with this contract within the group in accordance with the Federal Data Protection Act and the European General Data Protection Regulation (GDPR).

17 EXPORT RESTRICTIONS

If products are delivered to the buyer that are subject to export control laws

and regulations of international organizations or a country, including but not limited to the United Nations and U.S. import and export regulations, the buyer may only export or re-export these products in compliance with these laws and regulations. The rights and obligations of the buyer under this clause 17 shall remain in effect even after the expiration or early termination of this contract.

18 DISPUTES AND APPLICABLE LAW

- 18.1 The place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions and the contractual relationship between the Supplier and the buyer is Weilheim (Germany). However, the Supplier has the discretion to initiate legal proceedings at the buyer's place of business.
- 18.2 These General Terms and Conditions and the contractual relationship between the Supplier and the buyer are governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and other uniform laws.