

## General Business Terms and Conditions (T&C)

### 1. General

The following conditions apply exclusively to all of our quotes, deliveries, services and advice, and are an important constituent of the contract. Deviating or additional agreements, particularly customer purchasing conditions, only apply to us if they have been confirmed in writing. In the event of tacit acceptance of our T&Cs, the customer accepts our conditions and waives his own conditions. Up-to-date details of our accreditation, particularly concerning the scope of our accredited procedures, can be found on our home page.

### 2. Quotes, order acceptance

Our quotes are subject to change. The contract is regarded as concluded when the order is confirmed or the work is completed by us. All special agreements, particularly verbal or telephone agreements, are only legally binding if we have confirmed them in writing or by e-mail.

### 3. Prices

All prices are net, excluding VAT. The work that is carried out in countries which are EU members is usually exempt of VAT, provided that the client has notified TZW: DVGW-Technologiezentrum Wasser (German Water Centre) of the EU identification number of his company. Work that is carried out in non-EU countries is usually exempt of VAT, provided that the client has notified TZW of the national tax number of his company. The right to retention or offsetting only exists in the event of undisputed or legally established counterclaims, but not in the event of disputed counterclaims.

### 4. Payment terms

Our receivables are due for payment immediately, net, without deductions. From the 31st day after invoicing we are entitled to charge interest on late payment at the rate of 8 % above the respectively applicable base interest rate of the Central European Bank (CEB). We reserve the right to demand an advance payment of the full amount of the anticipated invoice amount from the client. In the event of orders that will take more than two months to complete, we are entitled to issue invoices for partial delivery in accordance with the progress of the work. We are entitled to make other work dependent upon prompt receipt of payment.

### 5. Liability

Liability of TZW within the scope of the order is ruled out unless legal regulations stipulate otherwise. Liability for indirect damages is ruled out in any case. Other compensation claims against TZW, particularly compensation for damages that did not occur on the object that is handed over itself, can only be asserted by the contract partner in the event of gross culpability of TZW or culpable infringement of important contractual obligations, provided that the achievement of the purpose of the contract is put at risk with regard to the foreseeable damages that are typical of the contract. Otherwise liability, particularly for consequential damages, is ruled out. Regardless of the legal basis, liability claims of any kind are limited to the invoice amount upon which the order is based.

### 6. Use of our assessments, statements and reports

Assessments, statements and reports are sent exclusively to the client and are only intended for his own official use. Publication, passing on or use for commercial purposes requires our express written approval beforehand. Use for certification purposes is excluded. For analysis results, which are within the scope of accreditation and without relevance to any decision rule, the analysis report won't specify measurement uncertainties. The customer will be informed about the measurement uncertainties by request.

### 7. Water Test Centre

The test objects must be delivered free of charge and must be collected by the client after testing has taken place. If required, we will carry out packing and delivery to the best of our ability but are not liable for using the cheapest shipping method. Acceptance of the goods by the shipping company without complaint shall suffice as proof of correct packing. All shipments shall be made at the client's cost and risk. If test objects are not collected within one month after receipt of an appropriate request and no delivery instruction is issued, the test object can be sold for the client's account or scrapped. Liability for achieving the best possible selling price is not accepted.

### 8. Place of fulfilment and jurisdiction

The place of fulfilment for all liabilities resulting from the legal business and the place of jurisdiction in connection with the legal business is Karlsruhe.

### 9. Handling of customer information

If TZW is legally obliged to pass information about testing activities to third parties, this shall take place without consulting the customer. However, the customer will be notified about the information that has been provided, unless this is prohibited by law. In all other cases, no such information will be passed on without the prior agreement of our customer.

### 10. Severability clause

If one or more conditions of these general business terms and conditions becomes ineffective, the effective condition or procedure which corresponds to the intended economic purpose or comes as close as possible thereto shall be used in its place. This does not affect the validity of the other conditions.