

Terms and Conditions of Sale, Delivery and Payment of WTA Technologies GmbH

Preamble

The following terms and conditions of WTA Technologies GmbH (hereinafter referred to as "Supplier") are an integral part of the contract concluded with us for deliveries and services (hereinafter collectively referred to as "Delivery"). Hereinafter, the other party is referred to as Purchaser.

1. General, applicable terms and conditions

- 1.1. The latest version of our following terms and conditions applies exclusively to all offers, contracts and deliveries - without the need of express reference thereto or agreement thereon when the contract is concluded. The same above-mentioned terms and conditions apply to follow-up business.
- 1.2. The general terms and conditions are deemed to be accepted when placing the order - even if the Purchaser rejects the acceptance of other terms and conditions in his own terms and conditions.
- 1.3. We hereby expressly object to general terms and conditions of the Purchaser, particularly conditions of purchase, as well as counter-confirmations, counteroffers or other reference by the Purchaser to his general terms and conditions.
- 1.4. The acknowledgment of one, several or all clauses of the Purchaser's terms and conditions requires a written individual agreement.
- 1.5. The unconditional delivery does not constitute acknowledgement of the Purchaser's general terms and conditions.
- 1.6. Only with our express consent may the Purchaser assign claims arising from transactions concluded with us.

2. Offers; offer documents and conclusion of contract

- 2.1. All offers made by the Supplier are made without engagement. Their binding effect is excluded.
- 2.2. A contract is only concluded when the Supplier issues a written order confirmation or the Supplier executes the order. Orders can be confirmed by letter, telefax or e-mail. The telefax transmission report is valid as proof of receipt. An invoice issued by the Supplier is also deemed to be a confirmation.
- 2.3. Accordingly, these terms and conditions also apply to contract amendments, contract adjustments or supplements.
- 2.4. All sales documents, cost estimates, drawings, specifications and price lists must be treated as strictly confidential and must not be made accessible to third parties - whether in full or in part. The Supplier reserves all property rights and copyrights.
- 2.5. The Purchaser takes full responsibility for the documents to be supplied by him. The Purchaser is responsible for both ensuring the accuracy of the order and providing the Supplier with any information required regarding the ordered goods within a reasonable period of time in order to execute the order according to the contract.
- 2.6. If the goods need to be produced or otherwise processed or finished by the Supplier and if the Purchaser has submitted a specification for this purpose, the Purchaser has to indemnify the Supplier from any loss, damage, cost or other expenses incurred by the Supplier that the Supplier has to pay or willing to pay since the contractual processing or finishing of the goods according to the Purchaser's specification turned out to be an infringement of a patent, copyright, trademark or other property right of a third party.
- 2.7. The Supplier reserves the right to modify the description of the goods with regard to the

specification in so far as legal requirements must be observed

3. Scope of delivery

- 3.1. The scope of delivery is finally and definitely fixed in the Supplier's order confirmation. Supplements, amendments or anything comparable require the written confirmation of the Supplier.
- 3.2. Advice from our employees, the office and field representatives in particular, is given to the best of our knowledge and in accordance with the state of the art and is based on normal operating conditions. The limitation of liability of the following clauses 8.7 to 8.9 and 9 also applies in case of a possible liability resulting from advising the Supplier.
- 3.3. Dimensions, weights, illustrations and drawings, for water plants in particular, are only binding for the implementation if they are expressly confirmed by the Supplier in writing.
- 3.4. The technical properties of the products, including but not limited to the scope of the type approval and the permitted conditions of use, can be found in the technical documents of the Supplier. If the conditions of use, the water conditions in particular, change during the period between the offer of the Supplier and the Delivery, the Purchaser is obliged to communicate this in writing.
- 3.5. Building and installation work as well as the preparation of test certificates and static certificates, which may become necessary due to the purpose of use, the duration of use and/or the usage site, are not included in the scope of delivery unless this is expressly agreed. If this is the case, they must be paid additionally as special services.

4. Shipment

- 4.1. Unless expressly agreed otherwise in writing, delivery FCA (Incoterms 2010) is basically deemed to be agreed. Subject to a deviating written agreement, our contractual service is deemed to be performed with the handover of the goods to the carrier ex works. The goods are always shipped without insurance and at the risk of the Purchaser in every case. The same applies to freight-paid delivery and regardless of the means of transport used. A transport insurance will be taken out only if expressly requested by the Purchaser. Any costs arising therefrom shall be at the expense of the Purchaser only.
- 4.2. In the absence of a deviating written agreement, we choose the place of dispatch and the forwarding route as well as the means of transport to the best of our knowledge and without assuming any liability for cheapest and fastest transport.
- 4.3. If the Purchaser provides the means of transport, he is responsible for the timely provision. We shall be notified of any possible delay in due time. Any additional costs arising therefrom are borne by the Purchaser.

5. Delivery period, delivery time, force majeure, delay in delivery

- 5.1. Unless expressly agreed otherwise in writing, the stated delivery and unloading times are non-binding.
- 5.2. Unilateral delivery periods/delivery times stipulated by the Purchaser are not part of the contract.
- 5.3. The delivery period begins with the Supplier's order confirmation in writing, but not before all details of the performance have been clarified and both parties agree on all terms of the contract and the relevant building permissions and, if necessary, official approvals are available, and refers to the completion at the factory. Compliance with the

- delivery period requires the timely fulfilment of the Purchaser's contractual obligations (terms of payment in particular). If the Purchaser does not comply with these requirements in due time, the period shall be extended appropriately.
- 5.4. An appropriate extension shall also apply if the non-compliance with the period is due to force majeure. Force majeure particularly includes mobilisation, war, riot, strike, lockout, interventions by higher authority or the occurrence of other unforeseen obstacles which were not culpably caused by the Supplier. This does also apply if the obstacles occur during a delay in delivery.
 - 5.5. An appropriate extension shall also apply in case of a shortage of raw materials, which was not foreseeable when the contract was concluded, or delivery disturbances, which could not be foreseen by the Supplier, particularly regarding energy, operating resources and water. If the Supplier is not able to supply, even after an appropriate extension has been made, each contracting party is entitled to withdraw from the contract. Claims for damages by the Purchaser are excluded.
 - 5.6. An appropriate extension shall also apply if official permits or other permits required for the performance of the Delivery (e.g. import and export licences) or specifications of the Purchaser are not received in time or in case of a subsequent change to the order made by the Purchaser.
 - 5.7. Unless expressly agreed otherwise in writing, the Supplier is entitled to make partial deliveries.
 - 5.8. If any agreed time of delivery or unloading is exceeded and there is no delivery obstacle according to the above clauses 5.3, 5.4 and 5.5, the Purchaser shall grant us - in writing - a reasonable grace period of two weeks at least.
 - 5.9. If we do culpably not comply with this grace period, the Purchaser is not entitled to enforce claims for damages arising from non-fulfilment or default, unless we are responsible for intent or gross negligence. The Purchaser's right to withdraw after fruitless expiry of a grace period set to the Supplier remains unaffected.
 - 5.10. If shipment is delayed at the request of the Purchaser, the Purchaser has to pay storage charges - from the date of notification of the readiness for shipment - amounting to at least 1 % of the invoice amount and a maximum of the storage costs actually incurred + 10% overhead surcharge for each month commenced (for interest, storage costs and insurances).
 - 5.11. If a work performance is owed and the completion is delayed due to circumstances the Supplier is not responsible for, the Supplier is entitled to demand reimbursement of the additional costs plus 10% overhead surcharge from the Purchaser.
- 6. Default in acceptance**
 - 6.1. If there is a default in acceptance or an acceptance not as agreed or other violations of the obligation to cooperate on the part of the Purchaser, the Supplier may claim compensation for the damage incurred and/or possible additional expenses.
 - 6.2. In the event of default in acceptance (as described above), the risk of accidental loss or deterioration is transferred to the Purchaser.
 - 7. Consequences of default**
 - 7.1. The Purchaser undertakes to pay a lump-sum compensation amounting to 5% of the contract amount if he is in default of acceptance. Further claims by the Supplier remain unaffected.
 - 8. Warranty**
 - 8.1. The Supplier warrants that the delivered goods are free from defects in materials and workmanship and that they are produced according to our specifications and, if agreed, the Purchaser's specifications.
 - 8.2. The Supplier assumes no responsibility for ensuring that the goods are suitable for a particular purpose unless we have explicitly agreed to accept such liability.
 - 8.3. The Purchaser must notify defects to the Supplier in writing immediately, but at the latest within one week from the delivery to the Purchaser. Hidden defects must be notified to the Supplier in writing immediately after their discovery. The same applies to incomplete deliveries.
 - 8.4. The Supplier warrants for defects in such a manner that he shall - at his own discretion - repair or re-supply the Delivery free of charge.
 - 8.5. The discovery of defects must be reported to the Supplier immediately in writing and the Supplier must be given the opportunity to examine them.
 - 8.6. The Purchaser shall grant the Supplier a reasonable period of time and adequate opportunities for the supplementary performance. If the Supplier allows a reasonable grace period granted to him to expire without removing the defect or if the Supplier refuses the supplementary performance without justification, the Purchaser is entitled to either withdraw from the contract or reduce the agreed payment (at his own discretion).
 - 8.7. The warranty does not cover natural wear and damage caused after the transfer of risk as a result of incorrect or negligent handling, wilful damage, low-quality work performed by third parties, improper assembly or storage as well as other comparable causes without the Supplier being responsible for this.
 - 8.8. Warranty is excluded for consequences resulting from modifications or repair work carried out by the customer or an unauthorised third party.
 - 8.9. Unless otherwise agreed by contract in writing, the warranty period shall be 1 year. The warranty period for filter modules, their membranes, spare parts and accessories shall be 4,000 operating hours, a maximum of 12 months. The warranty period begins with the delivery. In case of agreed assembly, the warranty period begins with the completion of assembly. In case of agreed trial operation, the warranty period begins when the trial operation was carried out without complaint.
 - 8.10. The statutory warranty periods apply to building structures, objects within the meaning of § 438 section 1 no. 2 German Civil Code (building materials and components) and work performances within the meaning of § 634 a section 1 no. 2 German Civil Code.
 - 8.11. Claims of the Purchaser beyond the preceding warranty claims are excluded, in particular claims for the compensation for damage not caused to the Delivery itself. The above limitation of liability shall not apply in cases of intent and gross negligence. The limitation of liability shall also not apply in case of culpable injury of life, body or health as well as liability under the Product Liability Act.
 - 8.12. If a liability is not already excluded according to clause 8.11, the Supplier shall - in case of a breach of essential contractual obligations - only be liable up to the amount of the foreseeable, typically incurred damage - up to a maximum of 80% of the order value.
 - 8.13. In case of clause 8.11, the obligation to pay compensation for material and personal losses is limited to the covered risks of the Supplier's liability insurance to the amount of coverage, but a maximum of € 1,000,000.--per year and event. The Supplier is willing to inform the Purchaser - upon request - about the existence of a liability insurance.
 - 8.14. The Purchaser bears the risk for all deliveries including return shipments - except for return shipments due to defectiveness of the goods - even

if freight-paid FOA/FCA/CIF (Incoterms 2010) delivery has been agreed.

- 8.15. Rejected goods may only be returned with the express consent of the seller. In addition, §§ 439, 440 German Civil Code shall apply.

9. Liability

- 9.1. Any liability for compensation, which goes beyond what is specified in the clauses 8.11., 8.12. and 8.13, is excluded – regardless of the legal nature of the claim asserted.
- 9.2. The preceding provision does not apply to claims under the Product Liability Act and claims due to initial inability or impossibility imputable to the Supplier.
- 9.3. The exclusion of liability in the clauses 8.11., 8.12., 8.13. and clause 9.1. applies accordingly to such claims arisen due to consultations, disclosures, information in publications before or after the conclusion of the contract.
- 9.4. If the liability of the Supplier is excluded or limited, this shall also apply to the personal liability of the employees, representatives and vicarious agents of the Supplier.

10. Prices and payment

- 10.1. Unless indicated otherwise, the prices do not include the statutory VAT valid at the date of invoicing which the Purchaser has to pay additionally as far as legally required.
- 10.2. The price is set in Euro.
- 10.3. Unless otherwise specified in the offer or the sales price lists or unless otherwise agreed in writing between us and the Purchaser, all prices stated by us are stated on the basis of EXW (Incoterms 2010). If we are prepared to deliver the goods to other locations, the Purchaser has to bear the costs of transport, packaging and insurance.
- 10.4. We reserve the right to increase the goods price - after having given timely notice to the Purchaser and before delivery of the goods - in such way as required due to the general price development beyond control (such as exchange rate fluctuations, currency regulations, customs amendments, significant increase in the costs of material and production) or due to changes made by suppliers.
- 10.5. Basically, our purchase prices claims are "net cash" amounts and immediately due for payment without deduction after receipt of the invoice, unless other payment terms are agreed in writing.
- 10.6. The acceptance of bills of exchange or cheques must be agreed in writing in advance and shall be for purpose of payment only. Costs of discounting and collection shall be borne by the Purchaser.
- 10.7. If the invoice amount is not settled within 15 calendar days following the date of invoice or at another due date, we are entitled to charge default interest in the proven amount, amounting to at least 8% above the base interest rate of the ECB - without the need for a specific reminder.
- 10.8. If the Purchaser is no longer able to conduct his business in a proper manner, especially if there are orders of attachment, if cheque or bill protests are effected, or if liquidity crunches or even stoppage of payments occur, or if he applies for insolvency proceedings before or out of court or corresponding bankruptcy proceedings or if it is applied for proceedings according to the German Insolvency Code, we shall be entitled to demand payment for all our outstanding accounts arising from the business relation immediately, even if we had accepted bills of exchange or cheques before. The same applies if the Purchaser falls behind with his payments to us or other incidents become known which give rise to doubts about his creditworthiness. In such a case, we are also entitled to demand advance payments or collateral security or withdraw

from the contract.

- 10.9. The Purchaser may only offset payments against such claims that are undisputed or have been established as final and absolute. Moreover, the Purchaser is authorised to exercise a right of retention only if his counterclaim is based on the same contractual relationship.

- 10.10. Representatives or service technicians are not entitled to collection unless they are expressly authorised in writing.

11. Retention of title

- 11.1. The Supplier retains title to the delivered goods until receipt of all payments under the supply contract and the entire business relation including balance demands from current accounts as well as from refinancing and return bills as well as the interest and costs of a possible prosecution.
- 11.2. The Purchaser is entitled to sell the goods delivered by us in the orderly course of business. The entitlement granted hereunder shall cease, in particular, in the cases referred to in clause 11.3 below. Furthermore, we are entitled to revoke the sales authorisation of the Purchaser by written notice if he is in breach of any obligation owed to us and, in particular, if he falls behind with his payments to us or other incidents become known which give rise to doubts about his creditworthiness.
- 11.3. The limitations of the preceding section 11.2 apply accordingly to the right of the Purchaser to process the goods delivered by us. By processing the goods, the Purchaser does not acquire ownership of the completely or partially manufactured items; the processing is done free of charge exclusively for us as manufacturer according to § 950 German Civil Code. However, if our retention of title expires due to any circumstances, the Purchaser shall hereby agree with us that the ownership of the items is transferred to us when processing them, that we accept such transfer of ownership and that the Purchaser remains custodian of these items at no charge to us.
- 11.4. If our reserved goods are processed or inseparably mixed with goods that are still third-party property, we acquire co-ownership of the new items or mixed stock. The extent of such co-ownership is calculated on the basis of the proportion of the invoice value of the reserved goods delivered by us to the invoice value of the other goods.
- 11.5. Goods, in which we acquire ownership or co-ownership according to clause 11.3 and 11.4 above, are considered as reserved goods - just as the goods delivered to us under retention of title according to clause 11.1 above - in line with the following provisions.
- 11.6. The Purchaser hereby assigns to us the claims from reselling the reserved goods. The claims from such a resale also include claims against the bank which has issued or confirms a letter of credit for the benefit of the Purchaser (=reseller) within the scope of such sale. We hereby accept this assignment. In the event that the reserved goods are processed products or a mixed stock, wherein - apart from the goods delivered by us - only such items are incorporated, which either belonged to the Purchaser or had been delivered to him by third parties only under the so-called ordinary retention of title, the Purchaser assigns to us the entire claim arising from reselling the goods. Otherwise, i.e. upon coincidence of advance assignments to us and other suppliers, we are entitled to receive resale proceeds on a pro rata basis which shall be determined according to the proportion of the invoice value of our goods to the processed or mixed goods.

- 11.7. If our claims are undoubtedly secured by the above assignments and retentions by more than 125 % in total, any surplus of receivables and/or reserved goods is, when required by the Purchaser, released at our discretion.
- 11.8. The Purchaser is authorised to collect any receivables arising from the resale of the goods. This collection authorisation ceases to exist if the Purchaser is no longer able to conduct his business in a proper manner. Moreover, we shall be entitled to revoke Purchaser's collection authorisation if he is in breach of any obligation owed to us, in particular if he falls behind with his payments to us or other incidents become known which give rise to doubts about his creditworthiness. If the collection authorisation ceases to exist or is revoked by us, the Purchaser shall notify us immediately, upon our request, of the debtors of the assigned claims and provide us with the information and documents required for the collection. The Supplier is entitled to disclose the assignment at his discretion.
- 11.9. The Purchaser may neither pledge the Delivery nor transfer it as security; he must store it properly, maintain and insure it according to our specifications (if necessary). In the event that third parties access our reserved goods or the receivables assigned to us, the Purchaser is obliged to both notify the third party of our ownership/our right and inform us immediately. The Purchaser bears the costs of any intervention. In the event of resale, processing or mixing, we have the right of being fully informed of the respective process at any time.
- 11.10. In the event of a breach of the contract, default in payment in particular, the Purchaser is obliged to return the reserved goods still in his possession upon our first request and assign to us any claims for return against any third party in conjunction with the reserved goods. Taking back or seizing reserved goods by us does not constitute a withdrawal from the contract.

12. Impossibility, contract adjustment

- 12.1. If it is impossible for the Supplier to perform a service incumbent on him due to a fault of the Supplier, the Purchaser is entitled to claim damages or reimbursement of expenses up to a maximum of 10% of the value of that part of the delivery or service, which cannot be used for the intended purpose because of such impossibility. This limitation of liability shall not apply in cases of intent or gross negligence. The Purchaser's right to withdraw from the contract remains unaffected.

13. Applicable law, arbitration

- 13.1. All disputes arising out of or in connection with the contractual relationship between us and the Purchaser are finally settled under the rules of arbitration of the court of arbitration of the Chemnitz Chamber of Industry and Commerce. The arbitral tribunal consists of one arbitrator. In case of national transactions, the language of arbitration is German. In case of international transactions in non-German-speaking countries, the language of arbitration is English. The arbitrator must be fluent in the language of arbitration. The seat of the court of arbitration is Chemnitz. Additionally, and/or in case of a missing or invalid arbitration agreement, the regional court of Zwickau, branches Plauen, has jurisdiction *ratione loci* and *ratione materiae* for all legal disputes from the contractual relationship.
- 13.2. The laws of the Federal Republic of Germany shall apply. The arbitral tribunal shall apply this substantive law. Notwithstanding the provisions of §§ 305 to 310 German Civil Code, the arbitral tribunal is authorised - in case a contract clause violates § 307 German Civil Code - to change the content of the clause in such a way that it is

appropriate. International sales law is excluded. This expressly applies to the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well.

14. Brands / trademarks

- 14.1. Our trademarks may only be used with the special written consent and in accordance with the specifications of the trademark proprietor in connection with the products refilled or manufactured by the Purchaser.

15. Termination / withdrawal

- 15.1. We are entitled to terminate the contract without notice if the Purchaser is guilty of a serious breach of the contract.
- 15.2. The contractual partner is only entitled to withdraw from the contract due to non-performance, delayed performance or other non-contractual performance if we are responsible for this impairment of performance and a reasonable grace period set by the contractual partner has expired without success.

16. Final provisions

- 16.1. The German version of the text is also binding for foreign transactions.
- 16.2. The invalidity of individual provisions of these General Terms and Conditions of Sale does not affect the validity of the remaining provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that are suitable to implement the economic purpose of the deleted provision to the greatest extent possible.
- 16.3. The Purchaser agrees that the Supplier has the right to store and use the Purchaser's contact information, including names, telephone numbers and e-mail addresses, in all countries in which the Supplier and his affiliated companies are engaged in business. Such information may be processed and used within the existing business relationship and disclosed to subcontractors, business partners and authorised representatives of the Supplier and his affiliated companies for the purpose of joint business activities, including the communication with the customer (e.g. processing of orders, advertising campaigns, market research).

Special terms and conditions for carrying out the customer service, maintenance, installation and repair work

17. General

- 17.1. Unless agreed otherwise, the provisions of the above General Terms and Conditions of Sale and Delivery apply accordingly.
- 17.2. The order may also be accepted by executing it.

18. Cost estimates

- 18.1. Cost estimates shall only be binding if they are made in writing or designated as binding.

19. Invoice and payment

- 19.1. Work performance, used parts, materials and refill agents are charged separately unless a lump sum was agreed in writing when placing the order. If applicable, the respective price list of the Supplier for customer service and spare parts is valid.
- 19.2. Immediately after performance of the work and delivery of the invoice, payments are to be made net directly to the Supplier or to authorised representatives if they can provide a written proof of their collection authority.

20. Acceptance

- 20.1. The services of the Supplier are accepted and acknowledged by signing the service order or a corresponding form, oral approval or unconditional

payment of the invoice.

- 20.2. If no such acceptance is effected, the service shall be deemed to be accepted after 12 business days following the written notification of completion of the services, but at the latest when commissioning the plant.
- 20.3. When the Delivery or the work performance is accepted, the risk is transferred to the customer.

21. Replaced parts

- 21.1. Replaced parts shall become our property unless otherwise agreed when placing the order.