

KSB General Terms and Conditions of Sale

These General Terms and Conditions of Sale as well as the Supplier's order confirmation and/or the contract, including all annexes to these documents, shall be deemed agreed between KSB, Bombas e Válvulas, SA and the Buyer. Any changes to these General Terms and Conditions of Sale shall be subject to written agreement between the Parties hereto.

Definitions:

"Supplier" — KSB, Bombas e Válvulas, SA — R. Carlos Lopes, Albiz, D1 — Albarraque, 2635-206 Rio de Mouro, Portugal

"Buyer" – The company which places an order or signs an agreement/contract with the Supplier

"Goods" – The subject of the order confirmation/contract

1. Designs/documents

All dimensions, technical data, technical specifications, designs, prices and other information contained in catalogues, leaflets, publications, price lists etc. are for information purposes only.

2. Quotations

Unless otherwise stated in the quotation, quotations shall be valid for one month from the date of issue.

3. Additional services

At the Buyer's request and expense, examinations, testing and inspection of Goods, installations, monitoring of installations or operator training other than as specified in the contract or the Supplier's order confirmation may be carried out.

4. Prices

Unless otherwise stated in the quotation, the Supplier's order confirmation or the contract, prices shall be understood to be EX KSB haulage facilities in Vialonga (Lisbon) or Maia (Oporto), and shall be exclusive of VAT.

5. Payment Terms

The Payment Terms are usually specified in each contract/Supplier's order confirmation. If not specified, the following Payment Terms shall apply:

- Half of the invoice amount shall be payable upon placement of the order
- Half of the invoice amount shall be payable upon delivery

Any claims relating to the invoice must be received no later than five (5) days after the date of receipt of the invoice. After this period, the invoice shall be deemed accepted without reservation by the Buyer . All payments shall be made by bank transfer to the account specified by KSB in the invoice.

6. Packaging

All packaging at the Supplier's discretion shall be included in the price. At the Buyer's request and expense, the Goods may be supplied in different packaging.

7. Conditions of Sale and Delivery

Unless otherwise stated in the quotation, contract or Supplier's order confirmation, delivery shall be EX KSB haulage facilities in Lisbon (Vialonga) or Oporto (Maia). Where it is agreed in writing that delivery shall be made by KSB to the Customer's address or any other specified address, the means of unloading the goods shall be at the Customer's sole responsibility.

The delivery date shall be deemed to be the date on which the Goods are made available to the Buyer at the delivery location agreed with the latter or, if such location has not been specified, at one of the locations stated in the previous paragraph.

All Goods shall be delivered with an accompanying delivery note signed by the carrier chosen by the Supplier or with another goods transfer document, such as a delivery receipt, waybill etc. Upon receipt of the Goods, the Buyer shall check whether the quantities and descriptions stated in the goods transfer document comply with the Goods delivered.

Upon transfer of the Goods to the Buyer, the Buyer shall assume the risk of theft, damage, loss etc. of said Goods.

8. Delays in delivery and limitation of liability

KSB's liability to the Buyer shall be governed by the following:

KSB shall be liable to the Buyer, within the scope of the applicable statutory provisions, for all claims relating to personal injury or material damage arising from negligence. Such liability shall be limited to insurance coverage in an amount of up to 2,500,000.00 euros per event, and a total amount of up to 5,000,000.00 euros, regardless of the type and number of events..

KSB shall be exempt from any and all other liability arising from other damage. In particular, KSB shall not be liable for any losses, including, but not limited to, loss of income or profit, losses due to downtime, costs or expenses relating to any interruption of business activity, or for any other indirect or consequential damage.

In the event of delayed delivery attributable to KSB, KSB shall, after a reasonable additional grace period, pay compensation for the delay, which shall be limited to a maximum of 0.5% for each full week of delay after the expiration of the additional grace period granted. Such compensation shall never exceed 5% of the total value of the order for which delivery is delayed. Any other damage caused by delays shall hereby be excluded.

9. Delay in payment and order cancellation

If payment is not made by the due date, the Buyer shall pay interest to the Supplier at the legal rate in force.

If the Buyer cancels the purchase specified in the contract or the Supplier's order confirmation, the Buyer shall pay for the costs incurred by the Supplier in connection with the Goods ordered, plus an additional penalty of 10% of the total value of the order.

10. Force majeure

The Supplier may not be held liable for any delay in deliveries arising from force majeure. Force majeure shall be understood as war, the threat of war, civil requisitions, embargoes, government measures, strikes, blockades and other unforeseeable circumstances.

11. Title to the Goods

Title to the Goods shall remain with the Supplier until the Goods have been paid for in full by the Buyer. The Buyer authorises the Supplier to collect all Goods from the place of their installation if payment for the Goods has not been received within a reasonable period following repeated reminders from the Supplier.

12. Patent infringement

Any technical documentation, designs and components received by the Buyer from the Supplier shall be confidential and may not be copied, reproduced, disclosed to third parties etc. without the prior written consent of KSB. The Buyer may use such documentation only for its own purposes.

13. Warranty

Unless otherwise stated in the warranty certificate, contract or Supplier's order confirmation, the warranty conditions are as follows:

- a) The warranty shall be valid for a period of 24 months from the date on which the Goods are made available.
- b) If any physical defects are identified during the period set forth in item 13(a), such defects shall be remedied free of charge, unless stated otherwise in the warranty conditions.
- c) Repairs under warranty do not include installation and commissioning work. It is the Buyer's/Operator's responsibility to carry out such work pursuant to the relevant documentation provided by KSB.
- d) The warranty shall not cover any mechanical, thermal, chemical or other damage caused by actions, or the lack thereof, that are the responsibility of the Buyer. This shall apply likewise to damage caused by the total or partial natural wear and tear of the Goods specific to their characteristics or to the purpose for which they are intended. This shall also apply to any damage caused by modifications or the use of non-original parts by the Buyer or by third parties, and to damage caused by non-compliance with installation, commissioning, operation and maintenance documentation, or to other damage caused by the Buyer or third parties.
- e) Any work under this warranty shall only be performed following full payment of all outstanding debts to the Supplier.

14. Cancellation of the order/contract

The Supplier shall be entitled to cancel the order and/or the contract if the Buyer fails to pay all outstanding debts to the Supplier in full within seven (7) days after receipt of the respective notifications, without prejudice to the right to receive outstanding payments. The Supplier may also claim compensation to which it is entitled.

15. General provisions

Unless otherwise stated in the contract or in the order confirmation, if the Supplier does not receive a written response from the Buyer within three (3) days of dispatch of the order confirmation to the Buyer, the Terms and Conditions of sale stated in the order confirmation and/or in these General Terms and Conditions of Sale shall be deemed to have been "tacitly accepted". Any disputes shall be settled pursuant to Portuguese law by the competent court at the place of jurisdiction of the Supplier's registered office. Any changes to the order

confirmation and/or to these General Terms and Conditions of Sale shall only be valid when agreed in writing by both parties hereto. The remaining parts of these General Terms and Conditions of Sale shall remain valid.