

General Terms and Conditions of Reiss GmbH

Valid from July 2024

§ 1 Scope

- (1) The following General Terms and Conditions as amended at the point of time the customer places an order shall apply to the business relationship between Reiss GmbH and the contracting party (hereafter also referred to as the Customer). They shall be part of all contracts Reiss GmbH concludes with its customers. Reiss GmbH objects to any of the Customer's conditions to the contrary or conditions deviating from Reiss GmbH's Terms and Conditions. Reiss GmbH will not accept any such conditions unless Reiss GmbH expressly agrees to them in writing. Even if Reiss GmbH makes reference to a letter containing or referring to the Customer's or a third party's terms and conditions, this shall not be deemed to be Reiss GmbH's agreement with the applicability of such Customer's or third party's terms and conditions.
- (2) The contracting party is Reiss GmbH, Eisleber Straße 5, 69469 Weinheim, Germany, represented by Managing Director Tanja Strasser, *ibid*.
- (3) The language of the contract shall be German.

§ 2 Conclusion of the contract

- (1) All offers made by Reiss GmbH shall be without engagement and not binding unless expressly identified as binding or containing a specific time limit for acceptance.
- (2) Where Reiss GmbH receives offers or (purchase) orders from the Customer, which may be considered offers pursuant to Section 145 BGB [German Civil Code], Reiss GmbH shall have the right to accept these within a period of two weeks. Offers or (purchase) orders must be provided in text format. The declaration of acceptance must also be made in text format in order to take effect. Collaboration between Reiss GmbH and the Customer via the phone shall merely serve for the exchange of information, the support of projects and for assistance but not for the placement of (purchase) orders.
- (3) The written contract including these GTC shall exclusively govern the legal relationships between Reiss GmbH and the Customer. Such contract fully represents all covenants made by the contracting parties regarding the subject matter of the contract. Any agreements, including but not limited to oral commitments, warranties and other promises, unless made by Tanja Strasser or other persons with full (commercial) power of attorney, shall not become binding until confirmed by Reiss GmbH in text format.
- (4) Information provided by Reiss GmbH about the goods or services to be delivered or rendered (e.g. service values and technical data) as well as representations thereof (e.g. drawings, pictures, brochures or catalogues) shall be deemed to be of a merely approximative nature, unless the usability of such products and services for the contractually intended purpose requires precise conformance. Such approximative information shall not constitute any guaranteed quality features but descriptions or identifications of the product or service. Customary deviations and deviations carried out due to legal provisions or constituting technical improvements as well as the replacement of components by equivalent parts shall be permissible provided they do not affect suitability of the product or service for the contractually intended purpose.
- (5) Reiss GmbH reserves the title of ownership or copyright to all and any offers and cost estimates provided by Reiss GmbH as well as to any drawings, pictures, calculations, brochures, catalogues, models, tools and other documents and resources made available to the Customer. Without Reiss GmbH's express consent, the Customer shall not make any such items as such or in terms of content available to third parties, disclose them, make use thereof either itself or via third parties or reproduce them. Upon Reiss GmbH's request, the Customer shall completely return these items to Reiss GmbH and destroy any copies made thereof, if the Customer does not need them any more in the ordinary course of its business or if negotiations do not result in the conclusion of a contract. This shall not apply to the storage of electronically provided data for the purpose of usual data backup.
- (6) The Customer shall not be entitled to cancel (purchase) orders without a statutory or contractually agreed right of rescission. Any deviating agreement shall only be possible upon prior consultation with Reiss GmbH and with Reiss GmbH's consent and must always be made in writing.

§ 3 Prices and payment

- (1) The prices stated cover the scope of services and products listed in the order acknowledgements. Extra or special products and services will be charged for separately. Prices are stated in EUR ex works plus packaging, statutory VAT, customs duties for exports as well as fees and other public charges.
- (2) Should the Customer wish an adjustment of the contract after the conclusion of the contract, the Customer shall inform Reiss GmbH thereof in text format. If changes are still possible, Reiss GmbH will notify the Customer thereof in text format. If Reiss GmbH implements the changes requested by the Customer, Reiss GmbH will charge the Customer for the additional expenditure incurred because of this. A reduction of the originally agreed on remuneration shall be excluded in any such case.
- (3) The maintenance of prices of previous orders shall be excluded for subsequent orders.
- (4) Unless a fixed price agreement has been concluded, Reiss GmbH reserves the right to make reasonable prices adjustments because of changed wage, material and sales costs for deliveries made four months or later after the conclusion of the contract.
- (5) Unless otherwise agreed in text format, invoiced amounts shall become payable within 10 days with a 2% early payment discount or within 30 days without any discount. The granting of a discount shall be subject to the Customer's having paid all prior invoices when due.
- (6) Payment by cheque, bill of exchange or credit card shall be excluded unless separately agreed on in an individual case.
- (7) Deliveries to new customers shall exclusively be made against advance payment. Payment against invoice shall not be possible unless agreed upon in consultation with the Customer and in text format.
- (8) Should the Customer fail to make payment when due, the Customer shall be liable to pay interest in the amount 9 percentage points above the annual base rate on all open amounts from the due date on. This shall not affect Reiss GmbH's right to claim higher interest or further damages in the event of delays in payment.
- (9) The Customer shall not be entitled to offset any of Reiss GmbH's claims with counterclaims unless such counterclaims are undisputed or have become *res iudicata*. The Customer's assignment of any rights under a contract shall be subject to Reiss GmbH's written consent.

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(10) Reiss GmbH shall be entitled to deliver or render any outstanding products or services against advance payment or security only in case Reiss GmbH, after the conclusion of the contract, becomes aware of circumstances which are susceptible of substantially affecting the Customer's creditworthiness and due to which the payment of Reiss GmbH's receivables by the Customer under the respective contract as well as other purchase orders is put in danger. Should the Customer fail to make such advance payment or provide such security in such case, Reiss GmbH shall be entitled to withdraw from the contract upon the expiry of a reasonable period of time.

§ 4 Delivery, delivery problems, force majeure

(1) The delivery times and dates suggested by Reiss GmbH for products and services shall be deemed approximative unless a fixed period or fixed delivery date has been promised or agreed on in text format. Where the parties have agreed on the goods to be shipped, the delivery times and delivery dates shall refer to the point of time on which the goods are handed over to the forwarding agent, carrier or other third party commissioned with the transport.

(2) Reiss GmbH reserves the right – notwithstanding Reiss GmbH's rights arising from the Customer's delay – to request an extension of product delivery and service provision times or a postponement thereof by such period during which the Customer fails to meet its obligations under the contract with Reiss GmbH.

(3) Reiss GmbH shall not be liable for impossibility of delivery or delays in delivery where these are due to force majeure or any other events unforeseeable at the conclusion of the contract (such as operational breakdowns of whatever kind, difficulties in the procurement of materials or energy, delays in transport, strikes, lawful lock-outs, shortage of manpower, energy or raw materials, difficulties in obtaining necessary official permits, such as customs declarations, measures imposed by the authorities or Reiss GmbH's suppliers failing to deliver, making incorrect or delayed deliveries) and which are beyond Reiss GmbH's control. Should any such events considerably impede delivery or performance or make it impossible and should such impediment not only be of a temporary nature, Reiss GmbH reserves the right to withdraw from the contract. In case of temporary impediments, the times of delivery and performance shall be extended by the duration of the impediment plus a reasonable start-up period. Should it be unreasonable for the Customer to accept delivery or performance as a result of the delay, the Customer shall be entitled to withdraw from the contract by an immediate written declaration to that effect.

(4) Reiss GmbH shall be entitled to make partial deliveries if

- the Customer can use the partial delivery for the contractually agreed purpose;
- the delivery of the remaining goods ordered has been ensured; and
- the Customer does not incur considerable extra expenditure or additional costs, unless Reiss GmbH agrees to take over such costs by notification in text format.

(5) Should Reiss GmbH be in default of delivery or performance or should delivery or performance become impossible for Reiss GmbH for whatever reason, Reiss GmbH's liability for damages shall be limited as specified in the provisions of § 10 of these General Terms and Conditions.

§ 5 Shipping, packaging, passing of the risk, acceptance

(1) Unless otherwise agreed in text format, the mode of shipment, the method of shipment and the packaging shall be chosen to Reiss GmbH's discretion after due assessment of the circumstances.

(2) The risk shall pass to the Customer at the latest upon the handover of the goods to be delivered – here the beginning of the loading shall be decisive – to the forwarding agent, carrier or any other third party determined for the shipment. This shall also apply to partial deliveries or to any other services (e.g. shipment or installation) Reiss GmbH is to provide. Should the shipment or handover be delayed for reasons the Customer is responsible for, the risk shall pass to the Customer on the date on which the goods to be delivered are ready for dispatch and Reiss GmbH has notified the Customer thereof.

(3) The Customer shall bear the storage costs incurred after the passing of the risk. If the goods are stored at Reiss GmbH's premises, Reiss GmbH will charge a storage fee of 0.25% of the invoiced amount of the goods to be stored per full week. Reiss GmbH expressly reserves the right to claim and prove further or lower storage costs.

(4) If acceptance is obligatory, the item purchased shall be deemed accepted, provided that

- the delivery and, if Reiss GmbH also owes installation, the installation has been completed;
- Reiss GmbH has notified the Customer thereof referring to fictitious acceptance pursuant to § 5 Subsect. 4 hereof and has requested the Customer to take acceptance;
- 14 business days have passed since delivery or installation or the Customer has started using the item purchased (e.g. has put the item delivered into service) and 10 business days have passed since delivery or installation in this case; and
- within such period the Customer has failed to take acceptance for a reason other than a notification of a defect making the use of the item purchased impossible or considerably impeding such use.

§ 6 Reservation of title

(1) The reservation of title agreed under § 6 hereof serves for securing all of Reiss GmbH's currently existing and future receivables from the Customer arising from the contractual relationship between the contracting parties and relating to the manufacture and sale of electro-chemical measuring systems including accessories and spare parts for water disinfection (including balances receivable from a current account limited to the present contractual relationship).

(2) The goods delivered to the Customer by Reiss GmbH shall remain Reiss GmbH's property until full payment of all secured receivables. Such goods as well as the goods under reservation of title in their stead pursuant to the provisions below will hereinafter be referred to as "reserved goods".

(3) The Customer shall store the reserved goods free of charge for Reiss GmbH.

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- (4) The Customer shall be entitled to process and sell the reserved goods in the ordinary course of business until the occurrence of realisation (§ 9). Pledging or transfer of the reserved goods by way of security shall not be allowed.
- (5) Should the Customer process the reserved goods, the parties agree that the goods shall be processed on behalf and on account of Reiss GmbH as the manufacturer, and that Reiss GmbH shall directly acquire the ownership or – should materials from several owners be processed or the value of the processed goods be higher than the value of the reserved goods – the co-ownership/partial ownership of the newly created goods in the relation of the value of the reserved goods to the value of the newly created goods. Should no such acquisition of ownership occur for Reiss GmbH, the Customer shall herewith transfer its future ownership or co-ownership – in the proportion specified above – to Reiss GmbH as a security. If the reserved goods are combined with other objects to make a uniform object or are combined in an inseparable manner and if one of the other objects must be considered to be the main object, Reiss GmbH – provided that Reiss GmbH is the owner of the main object – shall transfer co-ownership of the uniform object to the Customer in the proportion specified in clause 1.
- (6) In case the Customer resells the reserved goods, the Customer herewith assigns its claims against the buyer arising from such resale to Reiss GmbH as a security, either completely or proportionally should Reiss GmbH have co-ownership. The same shall apply to any claims replacing the reserved goods or arising in connection with the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. Reiss GmbH authorises the Customer (authorisation may be revoked at any time) to collect the receivables assigned to Reiss GmbH in its own name. Reiss GmbH shall only be entitled to revoke such authorisation in the event of realisation. account.
- (7) Should third parties seize the reserved goods, especially under a levy of attachment, the Customer shall inform such third parties immediately about such goods being the property of Reiss GmbH and shall notify Reiss GmbH of such seizure to enable Reiss GmbH to enforce its property rights. Should any such third party be unable to reimburse Reiss GmbH for the judicial or extrajudicial expenses incurred, the Customer shall be liable to reimburse Reiss GmbH.
- (8) Reiss GmbH shall release the reserved goods and the objects or claims replacing them if their value exceeds the amount of the secured claims by more than 50%. The objects to be then released shall be selected at Reiss GmbH's discretion.
- (9) Should Reiss GmbH withdraw from the contract due to the Customer's breach of contract (realisation) – especially delayed payment – Reiss GmbH shall be entitled to request the return of the reserved goods.

§ 7 Materials furnished by the Customer

- (1) The provision of materials by the Customer shall only be permissible upon prior arrangement with Reiss GmbH. Reiss GmbH will only accept a provision of materials free of charge. When Reiss GmbH has agreed to such provision of materials, the Customer shall be obliged to make the materials available in due time and in sufficient quantity and quality. Reiss GmbH will not check the materials provided for quality and quantity. Reiss GmbH shall not be liable for any delays in delivery caused by the insufficient quantity or quality of the materials furnished by the customer.
- (2) Should the materials furnished by the Customer to Reiss GmbH for the provision of the goods and services owed under the contract be defective, incomplete or wrong, Reiss GmbH may separately charge the Customer for any actual expenses incurred and actual damage suffered as a result of such defective, incomplete or wrong materials (liability without fault). However, the Customer shall expressly be entitled to provide evidence that no damage actually occurred or was considerably lower.
- (3) Reiss GmbH reserves the right to make payment of the full remuneration due immediately should the Customer fail to make the resources necessary for the manufacture of the product available contrary to what has been agreed and despite Reiss GmbH's reminder. This shall not affect the statutory consequences of default.

§ 8 Warranty for defects

- (1) The warranty period shall be one year and shall begin to run on the date of delivery of the goods or, in case acceptance is necessary, from the date of acceptance by the Customer. This shall not include membrane caps (parts subject to wear and tear), electrolytes (consumables) and the coatings of the reference electrodes (consumables).
Notwithstanding clause 1, the defects liability for electrode bodies including the associated electronic components shall be two years.
- (2) Immediately after delivery, the Customer or a third party designated by the Customer shall carefully inspect the products supplied. The products shall be deemed accepted by the Customer as regards obvious defects or defects that would have been identifiable during an immediate careful inspection, unless Reiss GmbH receives a written notice of defects within seven business days from the date of delivery. As regards other defects, the products delivered shall be deemed accepted by the Customer unless Reiss GmbH receives a notice of defect within seven business days from the date on which the defect became obvious; if during normal use of the product the Customer was able to identify the defect at an earlier point of time, such earlier point of time shall be decisive for the beginning of the warranty period. The Customer shall return the rejected product to Reiss GmbH carriage paid upon Reiss GmbH's request. Should the notice of defects be justified, Reiss GmbH shall refund the costs of the most favourably priced method of shipping. This shall not apply in case increased costs are incurred because the product delivered is located at a place different from that of its intended use.
- (3) In case of defects of components made by other manufacturers, which Reiss GmbH is unable to remedy for licence or other reasons, Reiss GmbH shall at its option assert warranty claims against the respective manufacturers and suppliers for the account of the Customer or assign such claims to the Customer. Warranty claims against Reiss GmbH because of such defects can only be asserted under the other prerequisites and under these General Terms and Conditions in case the legal enforcement of the above claims against the manufacturer and supplier has failed or has no prospect of success because of such manufacturer's or supplier's insolvency. While legal proceedings are pending, the running statute of limitations regarding such warranty claims shall be suspended.
- (4) Reiss GmbH's warranty shall become void if the Customer modifies the products purchased or has a third party modify them without Reiss GmbH's consent, and if such modification makes the remedy of the defect impossible or unreasonably difficult. In any case, the Customer shall bear the extra costs for the remedy of the defect, if such costs were caused by the Customer's modification of the product.

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- (5) The delivery of second-hand goods agreed on with the Customer in a specific case shall be made to the exclusion of any warranty for material defects.
- (6) Reiss GmbH will only take back products free from defects against credit note upon the Customer's prior consultation with Reiss GmbH and after Reiss GmbH's written consent. In such case, Reiss GmbH will charge a reasonable handling fee based on the sales price of the respective product and/or deduct such fee from the sales price paid by the Customer. Reiss GmbH shall determine the amount of the handling fee on a case-by-case basis. In any event, Reiss GmbH's taking back products free from defects against credit note shall only be possible within a period of one (1) year from the conclusion of the sales contract and the completed return of the products. The return of membrane caps (parts subject to wear to wear and tear) and electrolytes (consumables) free from defects against credit note shall be excluded in general.

§ 9 Industrial property rights

- (1) In accordance with § 9 hereof, Reiss GmbH guarantees that the purchased goods are free from third-party industrial property rights or copyrights. Either contracting party shall immediately notify the other contracting party should any claims be asserted against such party due to the violation of such rights.
- (2) Should the purchased goods violate a third party's industrial property right or copyright, Reiss GmbH shall at its option and its expense modify or replace the product delivered in a way that ensures that no third-party rights are violated any more but that the purchased item still fulfils the contractually agreed functions or shall grant the Customer the right of utilisation by the conclusion of licence contract. Should Reiss GmbH fail to modify or replace the product or grant a licence within a reasonable period of time, the Customer shall be entitled to withdraw from the contract or to reasonably reduce the purchase price. Damage claims asserted by the Customer, if any, shall be subject to the restrictions of § 10 of these General Terms and Conditions.
- (3) Should any products supplied by Reiss GmbH but made by other manufacturers violate any rights, Reiss GmbH shall at its option assert Reiss GmbH's claims against the manufacturers and sub-suppliers for the Customer's account or assign such claims to the Customer. In such cases, claims against Reiss GmbH can only be asserted in accordance with § 9 hereof if the legal enforcement of the above claims against the manufacturers and suppliers has failed or has no prospect of success because of such manufacturer's or supplier's insolvency.

§ 10 Liability for damages based on fault

- (1) Reiss GmbH's liability for damages for whatever legal reason, including but not limited to impossibility, delay, defective or incorrect delivery, violation of the contract, violation of duties during contract negotiations and tortious acts shall be limited to what is stipulated by § 10 hereof, provided that such events are Reiss GmbH's fault.
- (2) Reiss GmbH shall not be liable in the event of simple negligence by Reiss GmbH's executive bodies, legal representatives, employees or other vicarious agents except in the event of a material breach of contract. Reiss GmbH's material duties under the contract include on-time delivery and installation of the purchased product, its freedom from defects which more than marginally affect the product's proper function or fitness for use, as well as Reiss GmbH's duties of consultation, protection and safe-keeping intended to enable the Customer to use the purchased product as agreed under the contract or to protect the life and limb of the Customer's employees or the Customer's property against considerable damage.
- (3) Where Reiss GmbH is liable for damages on the merits according to § 10 Subsection 2 hereof, such liability shall be limited to damage that Reiss GmbH upon the conclusion of the contract foresaw as a possible consequence of a violation of the contract or which Reiss GmbH using due diligence would have had to foresee. Indirect damage and consequential damage as a result of defects of the purchased product shall only be compensated for if such damage can typically be expected during the intended use of the purchased product.
- (4) In the event of liability for simple negligence, Reiss GmbH's liability for property damage and the resulting economic loss shall be limited to € 5,000,000.00 per case of damage even if such damage is due to Reiss GmbH's material breach of contract.
- (5) The above exclusions and limitations of liability shall equally apply to Reiss GmbH's executive bodies, legal representatives, employees and other vicarious agents.
- (6) Where we provide technical information or give advice and where such information and advice does not belong to the contractually agreed scope of products and services owed by Reiss GmbH, such information and advice will be provided free of charge and to the exclusion of any liability.
- (7) The limitations under § 10 hereof shall not apply to Reiss GmbH's liability for intent, guaranteed quality features, injury to life, limb or health or under the Product Liability Act.

§ 11 Factory overhaul, inspection of the electrode body

- (1) This § 11 applies to the factory overhaul/inspection of the electrode body after the expiry of the period specified in § 8 Subsection 1 Clause 2 of these General Terms and Conditions.
- (2) If the Customer commissions Reiss GmbH with a factory overhaul/inspection of the electrode body, the Customer shall pay the fee usually charged at Reiss GmbH's factory. The Customer shall also make the electrode body available to Reiss GmbH free of charge.
- (3) The Customer shall enclose the completed Declaration of Clearance with the electrode body shipped to Reiss GmbH's factory. The declaration can be downloaded from Reiss GmbH's website at www.reiss-gmbh.com. Reiss GmbH will charge a flat fee for cleaning in case the electrode body is soiled or the Declaration of Clearance is missing.
- (4) Should a transfer of the electrode body be impossible due to the actual circumstances or should it be unreasonable for the Customer, the Customer shall bear the costs incurred by Reiss GmbH (e.g. travel expenses) due to Reiss GmbH's checking the electrode body at its current location. This shall only apply if Reiss GmbH expressly agrees to an out-of-factory inspection or overhaul in text form in a specific case. This provision shall not be deemed to entitle the Customer to claim such out-of-factory inspection or overhaul.

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- (5) If inspection or overhaul is not possible, Reiss GmbH will not charge any fee to the customer. This shall not apply if inspection or overhaul of the electrode body was to be carried in a place other than Reiss GmbH's factory. In such case, the Customer shall reimburse Reiss GmbH for the costs incurred (e.g. travel expenses) due to the inspection / overhaul of the electrode body at its current location.
- (6) After the successful overhaul/inspection of the product, § 8 of these General Terms and Conditions shall apply to the Customer's warranty rights, if any. However, in terms of warranty, the overhauled/inspected product shall replace the original product and § 8 Subsection 1 Clause 2 of these General Terms and Conditions shall not apply in this case.
- (7) Spare parts and parts subject to wear and tear, such as membrane caps or electrolytes, cannot be inspected or overhauled.

§ 12 Applicable law, place of jurisdiction, place of performance, final provisions

- (1) These General Term and Conditions and the entire legal relations of the contracting partners shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Sales Convention.
- (2) If the customer is a businessman, a legal person or a fund under public law, the place of jurisdiction for any disputes arising from the contractual relationship between the Customer and Reiss GmbH shall be Mannheim or the Customer's head office at Reiss GmbH's option. The place of performance shall be Weinheim.
- (3) All agreements made by the contracting parties regarding a (purchase) order have been put down in these General Terms and Conditions.
- (4) Should one or several of the provisions contained in these General Terms and Conditions be or become invalid or should these General Terms and Conditions contain any gaps, this shall not affect the validity of the remaining provisions. The contracting parties shall replace such invalid provision by a provision coming closest to the economic purpose of the invalid provision and/or closing such gap.
- (5) Reiss GmbH reserves the right to amend these General Terms and Conditions from time to time and shall be obliged to notify the Customer of any amendment. An amendment shall be deemed accepted by the Customer unless the Customer objects to it within six (6) weeks from the receipt of such notification and if Reiss GmbH has specifically informed the Customer about the consequences of a failure to object at the beginning of the period granted for objection. The amended General Terms and Conditions shall take effect on the day following the day of the expiry of the objection period.