

## A.

### General terms and conditions of sale and delivery

1. **Scope of application/Differing terms and conditions of the customer/Additional terms and conditions for assembly, maintenance, after-sales service, etc.**
  - 1.1 These general terms and conditions of sale and delivery (hereinafter referred to as “**GT&Cs**”) apply to ECOLAB Engineering GmbH, Raiffeisenstrasse 7, 83313 Siegsdorf, Germany (hereinafter referred to as “**We**”/“**Us**” or “**ECOLAB Engineering**”).
  - 1.2 These GT&Cs apply exclusively to entrepreneurs as defined in section 14 of the German Civil Code (BGB), i.e. to natural or legal persons who, when concluding a legal transaction, are acting in the course of their commercial or independent professional activity (hereinafter referred to as “**Customer**”).
  - 1.3 Our GT&Cs (including any supplementary terms and conditions as set out in clause 1.5) and any individually negotiated agreements with the customer apply exclusively to our business relationship with our customers regarding deliveries and services. Any differing terms and conditions of the customer – in particular general purchasing conditions – shall only apply if and to the extent that we expressly acknowledge them in writing. Our silence regarding any such differing terms and conditions shall not be deemed as acceptance or agreement, even in future contracts. Once our GT&Cs have been incorporated into the business relationship with the customer, they shall also apply to all further and future business relationships of the same kind between the customer and ourselves, unless expressly agreed otherwise in writing.
  - 1.4 Our GT&Cs shall apply in place of any general terms and conditions of the customer, even if the latter stipulate that acceptance of the order constitutes unconditional acceptance of the general terms and conditions, or if we deliver or perform services after the customer has pointed out the applicability of their general terms and conditions, unless we have expressly waived the applicability of our GT&Cs in writing.
  - 1.5 **If and insofar as our deliveries also include related services (in particular assembly, maintenance, after-sales service, etc.), the "Additional terms and conditions for assembly, maintenance, after-sales service, etc." printed following these GT&Cs under clause B shall apply in addition.**
2. **Characteristics of the deliveries**
  - 2.1 References to standards, similar technical regulations and technical specifications (including weight and dimension specifications, performance data), descriptions and illustrations/drawings in offers, brochures, our advertising and similar materials do not constitute a description of the characteristics of our deliveries, unless otherwise stated. Even in the case of a binding agreement on dimensions and/or weights, deviations on our part are permissible within the scope of standard commercial tolerances, but at least  $\pm 5\%$ , or applicable DIN standards.
  - 2.2 A guarantee is only considered to have been given by us if we have designated a characteristic and/or a performance outcome as “*legally guaranteed*” in writing.
  - 2.3 The customer is responsible for verifying that our deliveries are suitable for their intended purpose. We shall only provide binding advice on this subject if we have agreed to this in writing with the customer based on a separate consulting agreement.
  - 2.4 We reserve ownership and copyright rights to illustrations, drawings, weight and dimension specifications, performance and other property descriptions, cost estimates and other documents relating to our deliveries; these must be returned to us at any time upon our request. The customer undertakes not to make the documents listed in the preceding sentence accessible to third parties unless we give our express written consent. Clause 2.1 remains unaffected.
  - 2.5 The customer must inform us in writing of any special requirements for our products in good time before the conclusion of the contract. However, such information does not extend our contractual obligations and/or liability.
  - 2.6 We reserve the right to modify the specifications of the goods at any time to the extent that legal requirements make this absolutely necessary, provided that such modification does not result in any deterioration in quality and suitability for the intended purpose, and where suitability for a specific purpose has been agreed upon for that purpose.
  - 2.7 Unless otherwise agreed in writing, our deliveries conform to the statutory requirements applicable to the respective product at our registered office. Compliance and compatibility with any laws and regulations that deviate from this, applicable at the place of delivery/performance or – if different – at

the registered office of the customer is not guaranteed, unless expressly agreed in writing between the parties. The same applies to statutory and regulatory requirements in territories in which the product is resold or delivered by the customer.

### **3. Contract conclusion/Scope of delivery/Procurement risk**

- 3.1 Our offers are non-binding and subject to change without notice unless they are expressly designated as binding. If the customer places an order based on these non-binding offers, a contract – even in ongoing business transactions – is only concluded after we have issued a written order confirmation (e.g. also by email or by posting it in a system used by both parties) or, alternatively, upon our execution of the goods and/or services. In the latter case, the content of our offer is decisive for the content of the contract. If we issue an order confirmation, this confirmation alone is decisive for the content of the contract, in particular for the scope of deliveries and services as well as the delivery time. Design work (e.g. within the scope of customer-specific projects or customer-specific developments for new standard devices) shall only be carried out free of charge if it is expressly designated as such, the delivery contract is legally valid and remains in effect.
- 3.2 We are only obliged to deliver from our own stock (taking into account any other delivery obligations) (inventory obligation). We assume a procurement risk only by virtue of a separate written agreement using the phrase "we assume the procurement risk ...". The assumption of a procurement risk, a procurement guarantee or any other availability beyond our existing stock is not, in particular, solely implied by our obligation to deliver goods defined only by type, etc.

### **4. Goods and/or service delivery/delays**

- 4.1 Binding delivery dates must be expressly agreed upon in writing. A fixed term transaction exists only if we have expressly confirmed it in writing or if the legal requirements for a fixed term transaction are met.
- 4.2 Goods and/or service delivery deadlines do not begin until all details of the order execution have been clarified and all other prerequisites to be fulfilled by the customer have been met, in particular until any agreed advance payments or securities have been paid in full, all documents to be provided by the customer have been received, etc. The same applies to goods and/or service delivery dates. If the customer has requested changes after placing the order, a new, reasonable goods and/or service delivery deadline begins upon our confirmation of the change.
- 4.3 The customer's interest in our delivery ceases in the event of a delay, unless otherwise agreed in writing, only if we fail to deliver essential parts or deliver them late. We are not in default as long as the customer is in default of fulfilling any obligations to us, including those arising from other contracts. Furthermore, in the event of an impending or actual delivery delay for products ordered by the customer, we are not in default if we offer the customer an equivalent alternative product in a corresponding quantity, unless the customer objects for good cause. A particularly important reason exists if the alternative product we offer is not equally suitable for the customer's intended purpose.
- 4.4 If we are in default, the customer must first grant us a reasonable grace period of at least 14 working days (working days being defined as Monday to Friday), unless this is unreasonable in the specific case. If this grace period expires without remedy, claims for damages due  
- to breach of contract, regardless of the reason, exist only in accordance with clause 10 of these GT&Cs.

### **5. Self-supply reservation/Force majeure**

- 5.1 If, for reasons beyond our control, and despite having properly and sufficiently secured our supply before concluding the contract with the customer, or if the deliveries and services are incorrect or not received on time, we do not receive the necessary deliveries and services from our contractors/suppliers for the performance of our contractual obligations, we shall inform the customer immediately in writing. In this case, at our discretion, we are entitled to extend the delivery/performance deadlines by the corresponding duration or, in the event of a delay exceeding 30 days, to withdraw from the contract in whole or in part, provided that we have complied with our aforementioned duty to provide information and have not assumed the procurement risk or guarantee.
- 5.2 Clause 5.1 applies accordingly in cases of force majeure of considerable duration (i.e. lasting longer than 1 week). Cases of force majeure include, in particular, serious disruptions in the health sector (e. g. pandemic, epidemic, plague), including Covid-19, natural disasters (e. g. storm, flood, earthquake), labour disputes, operational disruptions, strikes, riots, armed conflicts, cyberattacks or acts of terrorist violence, unavoidable shortages of energy, transport

or materials, government interventions and all other impediments that, from an objective point of view, were not caused by our fault.

- 5.3 If a delivery or performance date is bindingly agreed upon and is exceeded by more than 2 months due to events according to sections 5.1 or 5.2, after the fruitless expiry of a reasonable grace period, the customer is entitled to withdraw from the contract with respect to the unfulfilled part if further adherence to the contract is objectively unreasonable for him. Further claims by the customer, in particular claims for damages, are excluded in this case.

## **6. Shipping/Transfer of risk/Packaging>Returns/Equipment**

- 6.1 Unless otherwise agreed in writing, shipment shall be arranged by or at our instigation, with the choice of transport method at our reasonable discretion. The customer shall bear the costs.
- 6.2 The risk of accidental loss or accidental damage passes to the customer upon the goods being made available for shipment at the supplier's factory by the freight forwarder, carrier or other company designated to carry out the shipment (INCOTERMS EXW 2020).
- 6.3 If shipment of the goods is delayed at the customer's request or for reasons attributable to the customer, notification of readiness for shipment is equivalent to shipment and the risk of accidental loss or damage passes to the customer (transfer of risk). In this case, beginning after the expiry of the deadline set with the written notification of readiness for shipment, we are also entitled to store the goods and to invoice the customer for the resulting costs. Furthermore, after the deadline has expired, we are entitled to dispose of the contractual deliveries or services elsewhere and to resupply the customer within a reasonable period.
- 6.4 If shipment is delayed because we exercise our right of retention due to the customer's complete or partial default in payment, clause 6.3 applies accordingly.
- 6.5 If we are legally obliged to accept returns, e.g. with regard to electronic devices, individual components such as batteries, etc. or shipping packaging, the return shall be handled at our discretion, either by collection arranged by us or at the customer's request. The same applies if there is no legal obligation, but the customer requests a return and we comply with this request, although we are not obliged to do so. In this case, all costs incurred by us for the return must be borne by the customer. The following regulations under clause 6.6 regarding loan packaging, pallet exchange, etc. remain unaffected. In addition, the provisions of our return process apply, which we have defined in more detail at <https://www.ecolab-engineering.de/de/kontakt/>.
- 6.6 Notwithstanding the above, for environmental protection and occupational safety reasons, we can only accept clean, chemical-residue-free, and completely emptied delivery items.
- 6.7 Equipment provided by us to the customer (electrical equipment, etc., hereinafter collectively referred to as "**equipment**", remains our property. The customer may only use this equipment as intended and must otherwise store it properly and securely free of charge and return it to us at their own expense upon our request, and, even without a request, at the latest upon termination of the business relationship relevant to the use of the equipment. At our request, the customer is obliged to adequately insure the equipment at its replacement value against fire, water and theft damage at his own expense. At the same time, the customer hereby assigns to us all claims arising from this insurance policy; we hereby accept this assignment. Unless expressly agreed otherwise, the customer is obliged to carry out any necessary maintenance and inspection work, as well as all repair and servicing work, on the equipment at his own expense and in a timely manner. The customer must report any malfunctions to us immediately. Any deviating and/or supplementary regulations within the framework of separate agreements concerning the equipment remain unaffected.

## **7. Quality/Breach of contract/Warranty**

- 7.1 Insofar as we have made express and binding agreements with the customer regarding the quality, properties, specifications, etc. and/or quantity of ordered goods ("agreed quality"), these take precedence over the objective requirements of section 434 Para. 3 of the German Civil Code (BGB). Furthermore, unless the parties have expressly agreed otherwise, it is to be assumed that the goods are suitable for the use stipulated in the contract, provided they conform to the agreed quality. Section 434 paragraph 2 no.3 of the German Civil Code (BGB) remains unaffected.
- 7.2 If section 377 of the German Commercial Code (HGB) applies to the contract between the parties, the customer must inspect the goods immediately, but no later than 7 calendar days after delivery, insofar as this is feasible in the ordinary course of business, and, if a defect is found, notify us immediately in writing. Samples of the defective delivery must be sent in. Negotiations regarding any complaints

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do not constitute a waiver of our right to object that the complaint was not submitted in a timely manner, was factually unfounded, or was otherwise insufficient. Furthermore, section 377 et seq. of the applies. Any obvious transport-related damage or other defects that are apparent upon delivery must be confirmed by the delivery person's signature on the respective shipping document upon acceptance of the delivery. The customer is responsible for ensuring that such confirmation is obtained.

- 7.3 The customer acknowledges that the products we supply are generally not intended or suitable for mixing with other products, unless we have expressly designated our product as suitable for such mixing. Any mixing by the customer is therefore always at the customer's own risk and responsibility.
- 7.4 If the customer or third parties, with the customer's knowledge, mix or otherwise combine products/components supplied by us with other products/components, the customer shall carefully check the products/components supplied by us immediately after delivery, and in any case in good time before the start of the mixing or other combination (in particular for the purpose of manufacturing an end product or component, hereinafter collectively referred to as "end product"), also for compatibility and suitability in accordance with the specification or nature of the end product. The customer must notify us immediately in writing if any defects are discovered during the inspection described above. If the customer fails to provide such notification, it shall be presumed that any subsequent defects in the final product are not attributable to the products/components we supplied. Clause 7.2 of these GT&Cs and, if applicable and not otherwise agreed in 7.2, section 377 of the German Commercial Code (HGB) remain unaffected.
- 7.5 If a defect exists, we shall remedy the defect at our discretion by either repairing it or delivering a replacement. If the defect cannot be remedied even after a reasonable grace period, the customer may withdraw from the contract or reduce the purchase price, provided the defect is not minor. The place of rectification is the location to which we delivered as agreed. If the costs of rectification increase because the customer has moved the goods to a location other than the place of delivery/performance, the resulting costs shall be borne by the customer. Further claims by the customer due to or in connection with defects or consequential damages, for whatever reason, exist only in accordance with the provisions in clause 10.
- 7.6 We provide a warranty against material and legal defects for a period of one year, calculated from the date of the transfer of risk (see clause 6). This does not apply to defects of a building within the meaning of section 634a paragraph 1 no. 2 German Civil Code (BGB), in the cases of clause 10.2 or in other legally mandatory cases, in particular section 478 of the BGB (recourse in the supply chain).
- 7.7 If the customer or a third party makes improper repairs, makes unauthorised changes to the deliveries or services, replaces parts, or uses consumables, operating materials, or replacement materials that do not comply with our specifications for usable materials/agents, or if our operating or maintenance instructions are not followed, or if the product is otherwise not used properly, in the event of faulty assembly or commissioning by the customer or third parties commissioned by the customer, or in the event of omitted or insufficient maintenance services, and – unless initiated or carried out by us – in the event of defective construction work, unsuitable building ground, or chemical, electrochemical, or electrical influences, we shall not be liable for the resulting consequences. However, this does not apply if the warranty claim can be demonstrably proven not to be due to one of the aforementioned exclusions.

## **8. Prices/Payment terms**

- 8.1 All our prices are quoted in EURO, excluding packaging, freight and VAT payable by the customer at the legally prescribed rate.
- 8.2 We are entitled, at our reasonable discretion (section 315 of the German Civil Code (BGB), subject to judicial review according to section 315 para. 3 of the German Civil Code (BGB)), to unilaterally increase the prices for our deliveries in the event of an increase in manufacturing, material/raw material and/or procurement/logistics costs, wages and ancillary wage costs, social security contributions, energy costs and costs due to legal requirements, environmental regulations, currency regulations, customs changes, and/or other public charges, if these directly or indirectly affect the costs of our contractually agreed deliveries and services and increase by more than 5% and if more than 2 months lie between the conclusion of the contract and the agreed delivery. An increase as described above is excluded to the extent that the cost increase in one or all of the aforementioned factors is offset by a cost reduction in other factors mentioned, with respect to the overall cost burden for the delivery (cost balancing). If the aforementioned cost factors decrease without this cost reduction being offset by an increase in other cost factors, the cost reduction must be passed on to the customer in the form of a price reduction. If the new price is 25% or more higher than the original price due to our aforementioned right to adjust prices, the customer is entitled to withdraw from contracts that have not yet been fully fulfilled with

regard to the unfulfilled part of the contract. However, the customer can only exercise this right immediately after being notified of the increased price.

- 8.3 Our invoices are payable within 30 calendar days of receipt without any deductions (e.g. discounts), unless otherwise agreed in writing. The payment date is the date we receive the funds or the date the funds are credited to our account. Invoicing occurs when the goods are handed over to the carrier.
- 8.4 In the case of special system construction with external assembly, the following payment terms apply, deviating from above clause 8.2:
- Downpayment of 1/3rd of the agreed net total remuneration is due upon receipt of the order confirmation
  - 1/3rd of the agreed net total remuneration is due upon notification that the main components of the system are ready for shipment
  - 1/3rd of the agreed net total remuneration is due upon acceptance of the system (remaining balance)

If acceptance is delayed for reasons attributable to the customer, the remaining amount becomes due on the day of delivery and – if agreed – installation or assembly. If installation or assembly is delayed for reasons attributable to the customer, only the date of delivery is decisive.

For orders outside of Germany, contrary to the above, half of the agreed net total price is payable upon receipt of the order confirmation and the remainder upon notification of readiness for shipment.

- 8.5 Notwithstanding the agreed payment method, payment or security may be demanded at any time, even before delivery, if, after conclusion of the contract, justified doubts arise regarding the customer's solvency or creditworthiness, if agreed payment and delivery terms are not complied with in essential points, or if significant changes occur in the customer's business circumstances. Further claims by ECOLAB Engineering remain unaffected.
- 8.6 The customer has a right of retention or set-off only with respect to counter-claims that are undisputed or have been legally established. The customer may exercise a right of retention only to the extent that their counter-claim is based on the same contractual relationship.

## **9. Retention of title**

- 9.1 We retain title to all goods delivered by us (hereinafter collectively referred to as "reserved goods") until all our claims arising from the business relationship with the customer, including future claims arising from subsequently concluded contracts, have been settled. This also applies to a balance in our favour if individual or all of our claims are included in a current account and the balance has been drawn.
- 9.2 The customer is obliged to adequately insure the goods subject to retention of title, in particular against fire and theft. Claims against the insurance company arising from damage to the goods subject to retention of title are hereby assigned to us up to the value of the goods subject to retention of title.
- 9.3 The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. Other dispositions, in particular pledges or the granting of security interests, are not permitted. If the goods subject to retention of title are not paid for immediately by the third-party purchaser upon resale, the customer is obliged to resell them only under retention of title. The right to resell the goods subject to retention of title automatically lapses if the customer suspends payments or defaults on payments to us.
- 9.4 The customer hereby assigns to us all claims, including securities and ancillary rights, arising from or in connection with the resale – even within the framework of current account relationships – of goods subject to retention of title against the end customer or against third parties. The customer may not enter into any agreement with his customers that excludes or impairs our rights in any way or invalidates the advance assignment of the claim. In the event of the sale of goods subject to retention of title together with other items, the claim against the third-party purchaser is deemed assigned to us in the amount of the delivery price agreed between us and the customer, unless the invoice specifies the amounts attributable to the individual goods.
- 9.5 The customer remains authorised to collect the receivables assigned to us until we revoke this authorisation, which we may exercise at any time. At our request, the customer is obliged to provide us with all information and documents necessary for collecting the assigned receivables and, unless we do so ourselves, to immediately inform its customers of the assignment to us.

- 9.6 If the customer has already assigned claims arising from the resale of the deliveries or services supplied or to be supplied by us to third parties, in particular due to genuine or spurious factoring, or has entered into other agreements that may impair our current or future security rights under this clause 9, the customer must notify us of this immediately. In the case of non-recourse factoring, we are entitled to withdraw from the contract and demand the return of any goods or services already delivered. The same applies in the case of true factoring if, according to the contract with the factor, the customer cannot freely dispose of the purchase price of the receivable.
- 9.7 In the event of a customer-caused breach of contract, particularly in the case of late payment, we are entitled to reclaim all goods subject to retention of title without having to withdraw from the contract beforehand. In this case, the customer is obliged to surrender the goods without further notice. To verify the inventory of goods delivered by us, we are entitled to enter the customer's business premises at any time during normal business hours. The customer must inform us immediately in writing of any third-party claims against goods subject to retention of title or claims assigned to us.
- 9.8 If the value of the securities held by us under the above provisions exceeds the total secured claims by more than 10%, we are obliged, at the customer's request, to release securities of our choice to that extent.
- 9.9 The processing and handling of the goods subject to retention of title is carried out for us as the manufacturer within the meaning of section 950 German Civil Code (BGB), without, however, creating any obligation for us. If the goods subject to retention of title are processed or inseparably combined with other items not belonging to us, we acquire co-ownership of the new item in proportion to the invoice value of our goods to the invoice values of the other processed or combined items. If our goods are combined with other movable objects to form a single unit that is considered the principal component, the customer hereby transfers to us co-ownership of this unit in the same proportion. The customer shall hold the ownership or co-ownership in trust for us free of charge. The resulting co-ownership rights are considered reserved goods. At our request, the customer is obliged at any time to provide us with the information necessary to pursue our ownership or co-ownership rights.

## **10. Liability/Exclusion and limitation of liability**

- 10.1 Subject to the following exceptions, we shall not be liable, in particular not for claims by the customer for damages or reimbursement of expenses - regardless of the legal basis - in the event of a breach of obligations arising from the contractual relationship.
- 10.2 The foregoing disclaimer of liability pursuant to clause 10.1 does not apply
- a) to intentional or grossly negligent breaches of duty by the company itself or by its legal representatives or agents;
  - b) to the breaching of essential contractual obligations; "Essential contractual obligations" are those whose fulfilment shapes the contract and on which the customer may rely;
  - c) in the event of injury to body, life and health, also by legal representatives or agents;
  - d) in the event of a delay, insofar as a fixed-date transaction had been agreed;
  - e) insofar as we have assumed a guarantee for the quality of our goods or the existence of a performance result or a procurement risk within the meaning of section 276 of the German Civil Code (BGB);
  - f) in the event of liability under the Product Liability Act or other legally mandatory liability provisions.
- 10.3 Provided that we or our agents are only guilty of minor negligence and no case under the above clause 10.2, there c), e) and f), applies, we shall only be liable for the typical and foreseeable damage in the event of a breach of essential contractual obligations.
- 10.4 Our liability is limited to a maximum amount of €100,000.00 for each individual claim. Clause 10.2 applies accordingly.
- 10.5 Furthermore, our liability for indirect damages, in particular lost profits, consequential damages, etc. is excluded. Clause 10.2 applies accordingly.
- 10.6 The exclusions or limitations of liability set forth in clauses 10.1 to 10.5 and 10.6 above shall apply to the same extent in favour of our executive bodies, our senior and non-senior employees and other agents, as well as our subcontractors.
- 10.7 Claims by the customer in accordance with the preceding paragraphs shall become time-barred one year after the transfer of risk (see clause 6). Clause 10.2 of these GT&Cs and other mandatory legal provisions, in particular section 478 of the German Civil Code (BGB) (recourse in the supply chain), remains unaffected.
- 10.8 The above regulations do not entail a reversal of the burden of proof.

## 11. Third-party intellectual property rights

11.1 We are only obliged to deliver goods or services free from third-party rights or claims based on industrial property rights or other intellectual property rights that we knew about at the time of contract conclusion or did not know about due to gross negligence.

11.2 If a third party raises legitimate claims against the customer regarding our deliveries in accordance with clause 11.1 above, and if we are liable in principle, the customer must inform us of this immediately. In this case, the customer's rights are governed by the following provisions:

- a) At our discretion, we shall first attempt, at our own expense, to either obtain a right of use for the deliveries/services in question, modify the deliveries/services so that the intellectual property right is not infringed, or replace them. If we are unable to provide a remedy under reasonable conditions, the customer is entitled to their statutory rights, which are, however, subject to these GT&Cs.
- b) The customer is obliged to inform us immediately in writing of any claims asserted by a third party, to refuse to acknowledge any infringement, and to reserve all rights to us in defence and settlement negotiations. If the customer discontinues the use of the deliveries or services for reasons of damage mitigation or other important reasons, the customer is obliged to inform the third party that the discontinuation of use does not constitute an admission of any intellectual property infringement. If the customer is sued by third parties for intellectual property infringement as a result of using the deliveries or services provided by us, the customer is obliged to inform us immediately and give us the opportunity to participate in any potential legal proceedings. The customer is obliged to fully support us in conducting any such legal proceedings. The customer must refrain from any actions that could impair our legal position.

11.3 Our obligation under clauses 11.1 and 11.2 does not extend to cases

- a) in which the infringement of intellectual property rights results from the fact that we, in manufacturing the deliveries, relied on information or other specifications provided or given to us by the customer, or
- b) in which the infringement of intellectual property rights is caused by an application by the customer that was not foreseeable by us, or by the fact that the deliveries are modified by the customer or mixed or used together with deliveries not supplied by us.

11.4 Our liability under clause 10 remains unaffected.

11.5 The customer guarantees that all documents provided to us are free from third-party rights (in particular, intellectual property rights). The customer shall indemnify us against any and all claims asserted against us by third parties in this regard. Further claims remain unaffected.

## 12. Confidentiality/Data protection

12.1 The customer undertakes to keep confidential such facts, documents and knowledge that come to his attention in the course of conducting business relations with us and that contain technical, financial, commercial or market-related information about our company, provided that we designate the respective information as requiring confidentiality or have an obvious interest in keeping it confidential (hereinafter collectively referred to as confidential information). The customer shall use the confidential information exclusively for the purpose of the contractual implementation and execution of the contractual relationship with us.

12.2 The disclosure of confidential information by the customer to third parties requires our express and prior written consent.

12.3 The confidentiality obligation pursuant to clause 12.1 does not apply insofar as the respective confidential information is demonstrably:

- a) generally known or becomes generally known without the customer's involvement, or
- b) is disclosed by a third party authorised to do so, or
- c) is developed by the customer without our involvement and without using other information or knowledge obtained through the contractual contact, or
- d) must be disclosed due to mandatory legal provisions or court or official orders.

12.4 We shall comply with all applicable legal provisions, in particular the General Data Protection Regulation (GDPR), with regard to any personal data of the customer. The customer is likewise obliged to comply with all applicable data protection regulations.

## **13. Product liability, recalls, etc.**

13.1 The customer shall inform us immediately of any product defects, complaints from customers or generally from the market, as well as risks associated with the use of the contract products that come to their attention. Any warranty claims by purchasers against the customer resulting from this shall remain unaffected.

13.2 If any third-party claims arising directly against us from product liability are attributable to the customer's modification of the contractual products, their features, or their packaging, or the removal of warning labels, the customer shall fully indemnify us against such claims, both internally and externally.

13.3 Regardless of the above, in the event of a necessary product recall or other related actions, the customer shall provide us with appropriate support and comply with the measures ordered by us, insofar as this is reasonable for the customer.

13.4 If the customer is held liable by customers due to a product defect, he is obliged to inform us of this immediately and to give us the opportunity to participate directly in any legal dispute or to coordinate with him continuously in such a dispute. The customer is obliged to support us in every respect in conducting such legal proceedings, or, if he conducts the legal proceedings himself in agreement with us, to inform us in advance of all cost-incurring measures and to leave the selection and, if necessary, the appointment of lawyers to us. The customer must refrain from any actions that could impair our legal position.

## **14. Export control**

14.1 The export of certain goods may be subject to official or legal restrictions or prohibitions, or to a requirement for authorisation, due to their nature, intended use, or final destination, for example. This applies in particular to so-called dual-use goods. The customer is himself obliged to strictly comply with the relevant export regulations and embargoes for these goods (deliveries or services, goods, software, technology), in particular those of the European Union (EU), Germany or other EU member states and, where applicable, the USA.

14.2 The customer shall in particular check and ensure that

- a) the supplied goods are not intended for use in defence-related, nuclear or weapons-related purposes;
- b) no companies or persons named in the US Denied Persons List (DPL) shall be supplied with US-origin goods, software, and technology;
- c) no companies or persons named in the US Warning List, US Entity List or US Specially Designated Nationals List may be supplied with US-origin products without appropriate authorisation;
- d) no companies or individuals shall be supplied that are listed on the Specially Designated Terrorists, Foreign Terrorist Organisations, Specially Designated Global Terrorists or the EU terrorist list;
- e) the early warning notices of the competent German or national authorities of the respective country of origin of the shipment must be observed.

The customer is obliged to provide us with the original end-use documents in the format specified by the Federal Office for Economic Affairs and Export Control (BAFA) immediately upon request, but no later than 10 calendar days thereafter.

14.3 Access to and use of products supplied by us is only permitted if they comply with the aforementioned inspection and assurance procedures in relevant cases; otherwise, we are not obliged to deliver them. If our delivery obligation ceases in accordance with the above, the customer is obliged to reimburse us for all costs and expenses incurred in fulfilling our obligations up to that point.

14.4 The customer undertakes to obligate any further recipients of deliveries in the same manner and to inform them of the necessity of complying with such legal regulations.

14.5 The customer undertakes to indemnify us against all damages and claims arising from the culpable breach of the aforementioned obligations pursuant to clauses 14.1 to 14.4. The scope of

damages to be compensated also includes the reimbursement of all necessary and reasonable expenses incurred or to have incurred by us, in particular the costs and expenses of any legal defence, as well as any official fines or penalties.

## **15. Software usage rights**

- 15.1 If software is included in the scope of delivery, the customer is granted a non-exclusive right to use the delivered software, including its documentation, as intended. The software is provided for use on the designated delivery item. Use of the software on more than one system is prohibited.
- 15.2 The customer may only reproduce, revise, translate or convert the software from object code to source code to the extent permitted by law (see in particular German Copyright Act). The customer is prohibited from removing or altering manufacturer information – especially copyright notices – without the prior express consent of Ecolab Engineering.

## **16. Place of performance/Written form/Jurisdiction/Applicable law**

- 16.1 The place of performance for all contractual obligations is our registered office, except in the case of an obligation to deliver.
- 16.2 All agreements, side agreements, assurances, and amendments to this contract must be in writing. This also applies to any waiver of this written form requirement itself. Where written form is required in these GT&Cs and the additional terms and conditions (see below, B.), it is also satisfied by transmissions via e-mail, digital/electronic signatures and signatures (e.g. Docu-Sign). The priority of an individual agreement (section 305 b of the German Civil Code (BGB)) remains unaffected.
- 16.3 The exclusive place of jurisdiction for all disputes is our registered office. However, we are also entitled to sue the customer at their general place of jurisdiction.

At our discretion, as an alternative to the preceding paragraph, all disputes arising out of or in connection with the contract and these GT&Cs together with the additional terms and conditions shall be finally settled under the Arbitration Rules of the German Institution of Arbitration (DIS), to the exclusion of recourse to the ordinary courts. The place of arbitration is Munich, Germany. The language of the arbitration is German. The arbitration tribunal shall consist of a single arbitrator. For the avoidance of doubt, it is noted that state courts remain responsible for measures of preliminary legal protection. In this respect, the jurisdiction rule according to the preceding clause 16.3, paragraph 1 applies.

In the case of passive legal proceedings, i.e. lawsuits brought against us by the customer, we shall exercise the right of election pursuant to the preceding paragraph immediately upon written pre-litigation request from the customer, at the latest within 2 weeks, in writing to the customer. If the right of election is not exercised in accordance with the above provisions, or not exercised in a timely manner, the jurisdiction provision pursuant to clause 16.3 paragraph 1 shall apply, excluding the right to raise the objection of arbitration pursuant to section 1032 of the German Code of Civil Procedure (ZPO).

- 16.4 All legal relations between the customer and us shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**Status of these GT&Cs as of: 01/2026**

## B.

### **Additional terms and conditions for assembly, maintenance, after-sales service, etc.**

#### **1. Scope**

- 1.1 These additional terms and conditions for assembly, maintenance, after-sales service, etc. (hereinafter referred to as "**Additional Terms and Conditions**") apply in addition to the above GT&Cs if, according to our offer or order confirmation, the provision of services related to the delivery of the contract products, such as assembly, maintenance, after-sales service, etc. (hereinafter collectively referred to as "**Additional Services**", is also owed.
- 1.2 Unless otherwise stipulated in these additional terms and conditions, the above GT&Cs (bullet point A.) also apply to additional services. In the event of any conflict between the GT&Cs and these Additional Terms and Conditions (AT&Cs), these AT&Cs shall prevail – within the scope of application of these AT&Cs pursuant to clause 1.1 of the Additional Terms and Conditions.

#### **2. Scope of services/Service times**

- 2.1 The scope and remuneration of the additional services to be provided by us are definitively set out in our offer/order confirmation.
- 2.2 Unless otherwise agreed, we are only obliged to perform the additional services commissioned during normal business hours. Additional services performed outside normal business hours may be provided at our discretion and shall be compensated with appropriate surcharges for overtime, night work, weekend and holiday work per hour or part thereof per employee. Appropriateness can be assumed in particular if the corresponding surcharges result from collective bargaining agreements or other applicable company regulations, which we must prove to the customer in a suitable form upon request if recourse is made to rates regulated by collective bargaining agreements or other company regulations.

#### **3. Occupational safety during additional services to be provided on site**

- 3.1 When performing our additional services, we shall observe and comply with the applicable legal regulations at the location where the additional services are provided. Should the legal regulations change between the conclusion of the contract and the performance of the additional services, the customer should inform us of this if possible. If legal changes affect the scope or scheduling of additional services, we are entitled to invoice any additional expenses incurred and to reschedule the dates appropriately.
- 3.2 The customer is obliged to inform us in writing of any other safety regulations with sufficient notice before the commencement of the additional services. If necessary, the customer shall inform and instruct our staff who shall provide the additional services on site before the commencement of work and provide any necessary information, documents and work materials.
- 3.3 If the customer discovers any violations of safety regulations, either by themselves or by our staff providing the additional services, the customer must inform us of this immediately in writing.
- 3.4 If we determine that safety regulations at the location where the additional services are provided are not being met or complied with, we are entitled, after setting a reasonable grace period or in case of imminent danger even without setting a grace period, to suspend or interrupt the provision of the additional services at the customer's expense until the safety regulations are rectified and complied with. Furthermore, we are entitled, after prior written notification, to withdraw our staff from the place where the additional services are to be provided or not to send them there. Furthermore, if there is a danger to life or limb, or if the customer repeatedly violates applicable safety regulations, we are entitled to terminate the contract with the customer without notice.

#### **4. Tools and auxiliary materials**

- 4.1 Unless otherwise agreed in writing, we shall provide our staff with all the tools and materials necessary to provide the additional services.
- 4.2 The customer is obliged to provide our staff with premises free of charge for the dry, safe and professional storage of tools and equipment for the duration of the additional services. If damage occurs to the tools and equipment through no fault of ours, caused by the customer or his employees, the customer is obliged to reimburse the costs of such damages.

## **5. Customer's duty to cooperate**

- 5.1 The customer shall, where necessary, support us in the provision of our additional services, in particular by creating all the necessary conditions for the proper execution of the contract within his sphere of operations and by contributing to ensuring that we can start the additional services in a timely manner and carry them out without hindrance or interruption.
- 5.2 In particular, the customer will provide us – to the extent necessary for the provision of the additional services – free of charge and in a timely manner with: unrestricted access to the place of performance, provision of current plans, operating data, safety instructions, functioning transmission and communication equipment, as well as other necessary information and documents relating to the service; auxiliary equipment not provided by us and required for the provision of the service; electricity, water, sanitary facilities, parking facilities; protection and cleaning of the place of performance of the additional services from harmful influences of any kind. In the case of stored-program systems, the customer is particularly obliged to provide the user data in a binding manner in good time before the start of performance. If the deliveries/services are also provided at the customer's premises, the customer shall provide us with suitable workplaces and, after consultation, work equipment for use in the execution of the contract.
- 5.3 Insofar as relevant for the provision of services, the customer must provide us with the necessary information about the location of concealed power, gas, water lines or similar installations, as well as the required static information, in good time and without being asked.
- 5.4 The customer is obliged to inform us of any special legal and/or official requirements for the provision of the additional services and to take care of obtaining any official permits and other authorisations required for the performance of the services that are not expressly owed by us.
- 5.5 The customer must comply with the applicable legal, official and professional association regulations and requirements at the place where the additional services are provided (including relevant safety regulations of the Association of German Electrical Engineers (VDE) in their currently valid version) and take measures to prevent accidents and to protect our personnel, tools and auxiliary materials.
- 5.6 The cooperation to be provided by the customer in accordance with the preceding paragraphs constitutes genuine obligations and not merely duties. If and to the extent that the customer fails to provide the services owed by him, fails to do so in a timely manner or not as agreed, and this has an impact on our additional services, we are released from the obligation to provide the affected additional service. The corresponding performance deadlines will be extended by a reasonable period. Any additional expenses incurred by us as a result of this shall be borne by the customer, without prejudice to any other rights.

## **6. Completion of services and remuneration**

- 6.1 If we notify the customer of the completion of the services or the customer acknowledges on-site performance, the services are considered to have been rendered and completed at the latest at that point. Such notification also includes the transmission of any agreed-upon performance result, report, etc. Otherwise, the services are considered rendered when, according to customary business practice, they are deemed completed, taking into account the specifically agreed-upon content and scope of the services.
- 6.2 Remuneration (hourly rates, surcharges for work on Sundays and public holidays, travel expense allowances, etc.) is based on our offer.
- 6.3 Unless otherwise agreed, payment is due no later than upon completion in accordance with clause 6.1 of these additional terms and conditions and invoicing.
- 6.4 Consumables, spare parts and wear parts are not included in the agreed remuneration unless otherwise agreed in the offer or our order confirmation.
- 6.5 Additional services that we perform without an order or in unilateral deviation from the order will be compensated if the customer subsequently acknowledges such additional services or if they were necessary for the fulfilment of the order and corresponded to the presumed will of the customer. The statutory provisions governing agency without authority and unjust enrichment remain unaffected.

**Status of these additional terms and conditions as of: 01/2026**

**This document is an English translation of the German original. For all legal purposes, the German original shall apply.**