



## GENERAL CONDITIONS OF SUPPLY KWR Water B.V. 2024

### Chapter 1 General provisions

#### Article 1: Definitions

- a **Agreement:** any Agreement concluded between KWR and the Client with regard to the delivery of Goods and/or the provision of services by KWR, any amendment or addition thereto, as well as all (legal) acts in preparation and implementation of that Agreement;
- b **Client:** any natural person, legal person or company with whom KWR enters into an Agreement with regard to the delivery of Goods and/or the provision of Services or with whom KWR is negotiating the formation of an Agreement;
- c **Confidential Information:** any tangible or intangible information, privileged or proprietary information or trade secrets provided to a Party by or on behalf of the other Party, expressly labelled in writing as confidential either at the time of disclosure or, if disclosed orally, confirmed in writing within thirty (30) days of the original disclosure, as well as any other information that the Parties should reasonably understand to be confidential;
- d **Goods (Good):** all items and all property rights within the meaning of Article 3:1 of the Dutch Civil Code;
- e **KWR:** the company KWR Water B.V., trading under the name KWR Water Research Institute;
- f **Offer:** the offer and/or quotation issued by KWR to the Client regarding the supplying of Goods and/or the provision of services, in accordance with an accompanying description provided;
- g **Order:** any Offer accepted by the Client;
- h **Party/Parties:** the Client and KWR separately and jointly respectively;
- i **Services (Service):** the work to be performed by KWR to meet a specific need of the Client, not being works or Goods;
- j **Conditions of Supply:** these KWR General Conditions of Supply 2024 that apply to and form part of the Agreement.

#### Article 2: Applicability

- 2.1 These Conditions of Supply shall form part of and apply to all legal relationships between KWR and the Client.
- 2.2 Deviations from these Conditions of Supply or deviating provisions, conditions and/or agreements shall only be valid if and insofar as they have been expressly confirmed by KWR in writing.
- 2.3 If KWR has agreed in writing to the applicability of deviating conditions, the present Conditions of Supply shall otherwise remain in force, even if this is not expressly stated.
- 2.4 The applicability of any general or special conditions or stipulations of the Client is expressly rejected by KWR, unless expressly agreed otherwise in writing in advance.
- 2.5 In case of any conflict between what has been separately agreed between the Parties and these Conditions of Supply, what has been separately agreed shall prevail.
- 2.6 The other Party cannot derive any future rights from any agreed deviations from these Conditions of Supply.
- 2.7 If any provision of these Conditions of Supply is null and void or is nullified, the other provisions shall remain in full force and effect and the Parties shall consult with each other in order to agree on a new provision (or provisions) to replace the void or nullified provision(s), taking into account as much as possible the purpose and purport of the void or nullified provision.
- 2.8 In case of any conflict between the Dutch text of these Conditions of Supply and any translations thereof, the Dutch text shall always prevail.

### **Article 3: Conclusion of the Agreement**

- 3.1 Unless otherwise agreed in writing, all of KWR's Offers shall be without obligation and may be revoked by KWR at any time.
- 3.2 All KWR's Offers with any accompanying drawings and/or attachments shall remain the property of KWR and may be reclaimed by KWR at any time.
- 3.3 An Agreement shall be concluded at the moment the written acceptance of the Client is received by KWR or if KWR executes the Order upon request.
- 3.4 With regard to agreements and/or activities for which no written offer or order confirmation has been made, between the Parties the invoice, completion note or delivery note shall also be regarded as an order confirmation, which shall then be deemed to accurately and fully reflect the Agreement between the Parties.

### **Article 4: Payments**

- 4.1 Unless otherwise agreed in writing, payments shall be made (without any deduction, settlement or set-off) within thirty (30) days of the invoice date. The Client shall owe KWR default interest on the invoice amount or unpaid part thereof at 1.5% per month, counting from the payment due date until the date of payment. The Client shall in that case be obliged to reimburse KWR for the extrajudicial costs associated with collection. The extrajudicial costs shall be set at least at 15% of the principal amounts due.
- 4.2 The agreed or quoted prices are in Euros (excluding VAT), unless otherwise agreed in writing.
- 4.3 Payment shall be made as specified in the Agreement.
- 4.4 KWR shall be entitled to increase the agreed price if one or more of the following circumstances occur after the conclusion of the Agreement: exceeding the end of a calendar year (indexation of hourly rates), an increase in the costs of materials, semi-finished products or services required for the execution of the Agreement, a significant change in currency rates or, in general, circumstances comparable thereto.
- 4.5 The price increases referred to in the previous paragraph shall be passed on six weeks after KWR has notified the Client in writing of this increase.
- 4.6 If KWR has reason to doubt that the Client will comply with its financial obligations, KWR shall at all times be entitled to require (partial) advance payment from the Client and/or to demand that the Client provide adequate security, this at KWR's discretion.
- 4.7 Any complaints relating to invoices, which must also be submitted within the period mentioned in paragraph 1 of this Article, shall not suspend the payment obligation. Submission outside the period referred to in paragraph 1 of this Article shall void any right to make complaints relating to invoices.
- 4.8 The presence of a defect as referred to in Article 26 shall not entitle the Client to suspend the payment obligations.
- 4.9 In the event of a delay in the performance of the Agreement, KWR shall be entitled to pass on any additional costs, unless the delay is attributable to KWR.

### **Article 5: Auxiliary items**

- 5.1 In order to ensure that the execution of the Order proceeds properly and as much as possible in accordance with the time schedule, the Client shall provide all documents, data and (to be tested) material required by KWR in good time and in the form required by KWR. If the Client fails to comply with this, KWR shall notify the Client thereof in writing and inform the Client of the impact of this failure on the costs and the time schedule. The Parties agree that KWR is entitled to charge these additional costs if the Client has not delivered the required documents, data and (to be tested) material within ten working days after the notification referred to in the previous sentence.  
KWR may assume the accuracy of the documents, data and (to be tested) material provided by the Client.

- 5.2 Unless otherwise stated in the Offer, the Client shall be obliged, at KWR's request, to make the necessary facilities, such as auxiliary persons, auxiliary equipment and materials, available to KWR free of charge when carrying out work in connection with the Agreement on the Client's premises and/or installations, in such a way that the work to be carried out by KWR can be performed in a safe manner.
- 5.3 If auxiliary persons, auxiliary equipment and materials do not comply with the customary safety regulations, KWR reserves the right to suspend or not carry out its work. The Client shall in that case be obliged to compensate KWR for all costs (in any case including travel costs and travel time) and damage arising for KWR as a result.
- 5.4 The auxiliary items made available by the Client or purchased or manufactured by KWR on behalf of the Client shall remain the property of the Client at the time of purchase or manufacture, unless the Parties agree otherwise in writing.
- 5.5 Changes to or deviations from the auxiliary items provided or approved by the Client shall only be permitted after the Parties have agreed on this in writing.
- 5.6 When staying in buildings and/or on the Client's premises, KWR shall comply with the (house) rules and instructions applicable there provided by or on behalf of the Client.
- 5.7 In the event of (imminent) bankruptcy or (provisional) suspension of payments of the Client, attachment of whatever nature levied under the Client, or if by virtue of any provision of law an administrator is appointed for the Client, the Client shall be obliged to inform KWR thereof immediately, in writing. The Client shall also immediately allow the receiver, administrator or attaching court bailiff access to these Conditions of Supply.

## **Article 6: Assignment and subcontracting**

KWR shall be entitled to let the work arising from the Agreement be performed by one or more third parties approved by the Client or by employees employed by one or more third parties approved by the Client. Where in these Conditions of Supply KWR's liability is limited, this shall also include a limitation of the liability of those third parties (and their employees) vis-à-vis the Client. Indemnification obligations of the Client vis-à-vis KWR shall apply equally to the Client vis-à-vis third parties (and their employees) engaged by KWR.

## **Article 7: Industrial and intellectual property**

- 7.1 Methods, calculation models, techniques, designs of pilot plants, prototypes and proposals and ideas put forward by KWR, as well as instruments, including software, used in the Offer and/or for the execution of the Order and/or included in the advice or research result, are and shall remain the property of KWR. Disclosure may therefore only take place after KWR's written permission has been obtained, unless otherwise agreed in writing.
- 7.2 The Client shall only have the right to reproduce documents for use in its own organisation to the extent appropriate within the purpose of the Order.
- 7.3 Without prejudice to the provisions of the Dutch Copyright Act and subject to the provisions of Article 8 of these Conditions of Supply, the Client shall have the right to dispose of KWR's reports, advice, etc. issued to it within the framework of the Agreement.
- 7.4 Released reports may only be published by the Client verbatim, in their entirety and stating the name of KWR. Publication in any other form shall only be permitted after written permission from KWR.
- 7.5 The use of the results of the work performed by KWR as well as the use of KWR's name for commercial purposes shall only be permitted with KWR's written permission.
- 7.6 All information relating to intellectual property shall be regarded as Confidential Information.
- 7.7 All rights arising from intellectual and industrial property, as well as the copyrights, shall remain with KWR. If KWR develops items for the Client in the context of the Agreement, the intellectual property rights that are invoked or arise shall accrue to KWR. Where necessary, KWR shall cooperate in the establishment on behalf

of and/or transfer of such rights to the Client. Further arrangements shall be laid down in a separate agreement. A fee for this shall be included in the agreed price.

- 7.8 KWR shall not use Goods or auxiliary items created through joint developments by KWR and the Client for the benefit of third parties without the Client's written permission.
- 7.9 The Client shall indemnify KWR against any third-party claims for infringement of any intellectual property right of that third party for items delivered to KWR by the Client.

## **Article 8: Patents**

- 8.1 Insofar as KWR's execution of the Order leads to patentable matter, KWR shall be entitled to apply for a patent in its name and at its expense. KWR shall in that case notify the Client of:
  - a its suspicion that patentable matter has been found;
  - b the fact that a patent application is being filed;
  - c the content of this application.
- 8.2 At KWR's request, the Client shall be obliged to provide KWR with all required cooperation when filing patent applications.
- 8.3 If KWR does not wish to exercise its right as referred to in the first paragraph of this Article and the Client wishes to exercise this right, the Parties shall consult on the matter and KWR shall cooperate with the Client's exercise of that right to the extent that KWR's interests are not harmed by the exercise of that right.
- 8.4 If the Client exercises the right to apply for a patent, it shall grant KWR free of charge a licence to use the patent, whether or not for the purpose of work for third parties. KWR shall at the Client's request assist the Client in handling the patent application. The resulting work for KWR shall be reimbursed by the Client on the basis of time spent and costs incurred. If the Client proceeds with a patent application, the Client shall also reimburse to KWR the amount that KWR may be obliged by law to pay to the inventor.

## **Article 9: Confidentiality when performing work**

- 9.1 The Parties shall treat the Confidential Information received from the other Party as strictly confidential and shall not disclose it or make it available to any third parties.
- 9.2 The Parties shall ensure that in order to prevent disclosure of the Confidential Information to third parties, the Confidential Information received enjoys the same level of protection as their own Confidential Information. In doing so, the Parties guarantee at least the level of protection that can reasonably be expected of them due to the nature of the information and the branch of industry in which the Parties operate.
- 9.3 All Confidential Information and all patents, copyrights, trade secrets, trade names, trademarks and other intellectual property rights therein contained or transferred by one Party to the other shall always remain the exclusive property of the providing Party.
- 9.4 The Parties agree that information that constitutes Confidential Information under the provisions of this Agreement will not be considered Confidential Information if it can be shown by documentary evidence that the information:
  - a is or will become part of the public domain, without violating this Agreement and without any unlawful conduct on the part of the receiving Party;
  - b is known to the Receiving Party prior to the provision thereof under the Agreement;
  - c was lawfully obtained by the receiving Party from a third party not bound by similar confidentiality provisions;
  - d was developed by the receiving Party entirely independently of the provision thereof by the providing Party;
  - e is available through a freely available product;

- f has been made available pursuant to legal proceedings, provided that the receiving Party has made all reasonable efforts to maintain confidentiality, including by drawing attention in such proceedings to the confidentiality and the obligations entered into under this Agreement, and shall, if this situation arises or threatens to arise, inform the providing Party as soon as possible and enable the providing Party to take legal action to seek to secure confidentiality.

If only part of the Confidential Information falls within the exception categories defined in this paragraph, only that part shall be subject to the exception described hereinabove to the applicability of the confidentiality provisions of this Agreement.

- 9.5 In the event that either Party is subpoenaed, receives an official request or is otherwise required by a judicial, administrative, regulatory or legislative authority to disclose the Confidential Information, that Party shall inform the other Party thereof as soon as possible so that the Parties may jointly seek to prevent the disclosure of the Confidential Information or take other appropriate measures against the disclosure of the Confidential Information.
- 9.6 If it is not possible to take a measure as referred to in the previous paragraph, the Parties may only disclose that part of the Confidential Information which they are required to disclose by law, provided that, to the extent permitted by law, that Party indicates in writing to the other Party which Confidential Information is to be disclosed. In doing so, the Parties shall consult as much as possible on the timing and content of the Confidential Information to be disclosed.

## **Article 10: Termination of the Agreement**

- 10.1 If the Client fails to comply with the Agreement concluded between the Parties by not fulfilling one or more of its obligations under the Agreement or any other agreements arising therefrom, or by not fulfilling them on time or properly, KWR shall give the Client written notice of default and give the Client a reasonable period to yet fulfil of its obligations under the Agreement, or to at least remedy the performances. If the Client does not remedy the performances within the period set, the Client shall be in default. KWR shall in that case be entitled to unilaterally terminate the Agreement in whole or in part, without judicial intervention, by means of a written notification to the Client. In that case, KWR shall also be entitled to suspend execution of the Agreement.
- 10.2 In the event that a circumstance as referred to in paragraph 1 occurs, all KWR's claims on the Client shall be immediately due and payable in full, and statutory commercial interest (Article 6:119a in conjunction with Article 6:120 of the Dutch Civil Code) shall be due thereon from that moment or from the earlier payment due date. The Client shall also pay KWR the extrajudicial costs in accordance with Article 6:95(2)(c) of the Dutch Civil Code in conjunction with Article 6:96(5) of the Dutch Civil Code. KWR shall furthermore be entitled to take back all goods to which it is entitled.
- 10.3 KWR shall be entitled, without prejudice to its right to compensation, without notice of default and without judicial intervention being required, to suspend the execution of the Agreement with immediate effect and/or to dissolve the Agreement in whole or in part, if:
  - a a request for bankruptcy or suspension of payments has been filed in respect of the Client;
  - b the Client's business is dissolved, liquidated or shut down;
  - c executory attachment is levied on a substantial part of the Client's assets;
  - d KWR has well-founded reasons to fear that the Client is or will not be able to fulfil its obligations arising from the Agreements concluded with KWR, and the Client, at KWR's request, does not or not sufficiently provide security for the fulfilment of its obligations;
  - e the Client ceases its current business;
  - f there is a withdrawal of a permit of the Client that is required for execution of the Agreement.

- 10.4 If the execution of the Agreement is interrupted by either Party for more than six (6) months without a valid reason or a reason that was stated in mutual consultation, the other Party shall be entitled to consider the Agreement terminated. The starting date of the interruption shall be the date of the letter of the interrupting Party in which it notifies the other Party of the interruption, or, failing that, the date of a letter in which KWR notices the interruption. For each interruption, the Party interrupting the Agreement shall be obliged to compensate the other Party for the costs (including idle costs) and damages resulting therefrom.
- 10.5 The Client shall not be entitled to invoke any right of suspension or set-off against KWR.
- 10.6 Obligations which by their nature are intended to continue even after termination or dissolution of the Agreement shall remain in force after termination or dissolution, regardless of the ground for termination or dissolution. These obligations include, inter alia, confidentiality, liability, dispute resolution and applicable law.

## **Article 11: Liability**

- 11.1 The Client shall be liable to KWR for all damage that is the direct result of an attributable failure in performance of its obligations arising from the Agreement concluded with KWR.
- 11.2 The Client shall indemnify KWR against all claims by third parties against KWR for compensation for any direct and indirect damage based on liability as referred to in the previous paragraph of this Article.
- 11.3 The damage to be compensated by the Client shall be capped at an amount of € 2,500,000 per event.
- 11.4 KWR shall not be liable for any damage of whatever nature caused by KWR relying on any incorrect, incomplete and/or untimely information provided by or on behalf of the Client.
- 11.5 KWR shall only be liable for loss or damage (i) if such loss or damage is covered by its liability insurance, up to the amount paid out by its insurance policy plus the excess, or (ii) in the event of intent or gross negligence on its part or on the part of one of its managers.
- 11.6 If (i) there is no question of intent or gross negligence, or (ii) the insurance does not pay out and KWR is nevertheless liable, such liability shall be limited to direct damage only and to the order value with a maximum of € 250,000.
- 11.7 Liability for any indirect damages, including immaterial damages, consequential damages, lost profits and missed savings, is excluded at all times.
- 11.8 All claim rights and any other rights and powers, on whatever basis, which the Client has vis-à-vis KWR must have been received in writing by KWR within 6 months of the moment the Client became aware of them or could reasonably have become aware of them, failing which they will lapse.
- 11.9 If KWR should be held liable by any third parties, the Client shall be obliged to assist KWR both extrajudicially and judicially, and immediately do all that may be expected of it in that case. If after a notice of default, after a reasonable period, the Client remains in default of taking adequate measures, KWR shall be entitled to take such measures itself. All costs and damage incurred on the part of KWR and third parties as a result thereof shall be entirely for the account and risk of the Client.
- 11.10 The Client shall indemnify KWR against any damage caused by a third party engaged by KWR on recommendation of the Client.
- 11.11 The Client shall be obliged to take out and maintain adequate liability insurance. The Client shall allow KWR inspection of the policy and of payment receipts on request.

## **Article 12: Force majeure**

- 12.1 If the non-performance is due to force majeure as referred to in Article 6:75 of the Dutch Civil Code, the Parties shall immediately take the necessary measures to limit the adverse consequences for the Parties as much as possible.

- 12.2 In case of a non-attributable failure in the performance (force majeure) of either Party, the performance of the Agreement shall be suspended during the period of force majeure, without either Party being obliged to pay damages to the other Party.
- 12.3 The Parties may only invoke force majeure vis-à-vis each other if the relevant Party notifies the other Party in writing of such invocation as soon as possible, but no later than within 5 working days after the force majeure occurs, submitting the necessary documentary evidence.
- 12.4 If the force majeure situation lasts longer than six (6) months, the other Party shall have the right to terminate the Agreement with immediate effect and without judicial intervention, by means of a written notification, without this leading to any right to compensation.
- 12.5 The Parties shall be entitled to claim payment of the performances which have been performed in the execution of the relevant Agreement before the circumstance causing force majeure became apparent.

### **Article 13: Handling of personal data**

- 13.1 If and to the extent that personal data are processed by a Party under this Agreement, it shall take all legal and practical measures to comply with the provisions of the General Data Protection Regulation in this regard.
- 13.2 With regard to the protection of personal data, each of the Parties shall strictly comply with applicable laws and regulations, including but not limited to the General Data Protection Regulation, and conclude all agreements necessary in that context.

### **Article 14: Disputes and applicable law**

- 14.1 All legal relationships governed by these Conditions of Supply are exclusively governed by Dutch law, to the exclusion of the provisions of international treaties, including the Vienna Sales Convention.
- 14.2 A dispute shall exist as soon as either Party has notified the other thereof in writing.
- 14.3 All disputes, of whatever nature, which may arise between the Parties and cannot be resolved amicably, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute.
- 14.4 The foregoing shall be without prejudice to the Parties' right to agree otherwise in writing with regard to (the manner of) dispute resolution.

### **Article 15: Miscellaneous**

- 15.1 KWR shall be entitled to make amendments to these Conditions of Supply. The amendments shall take effect at the announced time of entry into force, except with regard to Agreements concluded before that date. KWR shall send the amended Conditions of Supply to the Client in a timely manner. If no time of entry into force has been announced, the amendments shall take effect vis-à-vis the Client as soon as the amendment has been communicated or has become known to it, except with regard to Agreements concluded before that date.
- 15.2 KWR shall be completely independent in executing the Agreement. There shall never be any employment, representation or agency relationship, etc., with the Client.

## **Chapter 2 Specific provisions applicable to the provision of Services by KWR**

### **Article 16: Scope of application**

In addition to the provisions in Chapter 1 under these Conditions of Supply, the provisions under Chapter 2 of these Conditions of Supply shall apply to KWR's provision of Services. If the provisions under Chapter 1 and the provisions under Chapter 2 should contain mutually conflicting clauses, the provisions under Chapter 2 shall prevail.

### **Article 17: Services**

- 17.1 Execution of Services shall take place in accordance with these Conditions of Supply and the requirements laid down in the Agreement.
- 17.2 If Services are performed at the Client's premises, KWR shall perform them on working days within normal working hours of the Client, unless otherwise agreed.
- 17.3 If the Client so requires, KWR shall provide a written statement of the personal details including qualifications of the persons involved in the execution of Services.

### **Article 18: Price**

Without prejudice to Article 4, the price for the provision of Services shall include all costs, social insurance contributions, social charges, special taxes and levies related to the provision of Services.

### **Article 19: Personnel and auxiliary persons**

- 19.1 KWR shall make every effort in the event of an Agreement to provide Services that the personnel deployed by KWR for that purpose meet the qualifications expressly stated in the Agreement with regard to level of education, expertise and experience.
- 19.2 The staff and/or auxiliary persons engaged by or on behalf of KWR shall be subject to the safety regulations and instructions that are applicable to the Client's own staff.
- 19.3 For the purposes of this Article, third parties shall include supervisors, directors, employees and other persons working for the Client.

### **Article 20: Independence and impartiality**

- 20.1 In order to provide reliable, independent and impartial Services, KWR guarantees to act independently and impartially.
- 20.2 KWR understands the importance of impartiality and independence in the execution of the activities, with adequate (preventive) measures taken on any (potential) possibility of a conflict of interest to ensure impartiality.
- 20.3 KWR shall endeavour that external staff who come to perform work on behalf of KWR will act in an independent and impartial manner.

### **Article 21: Additional work**

Unless expressly agreed otherwise in writing, KWR shall be entitled to payment for additional work if this is necessary for the execution of the Order. KWR shall provide the Client with an indication of the additional work in advance. The indication shall clearly reflect the scope of the quoted additional work, the consequences of the additional work for the price, the execution of the performance under the Agreement and the time of delivery.



## Chapter 3 Specific provisions applicable to delivery of Goods by KWR

### Article 22: Scope of application

In addition to the provisions under Chapter 1 of these Conditions of Supply, the provisions under Chapter 3 of these Conditions of Supply shall apply to KWR's Delivery of Goods. If the provisions under Chapter 1 and the provisions under Chapter 3 should contain mutually conflicting clauses, the provisions under Chapter 3 shall prevail.

### Article 23: Delivery

- 23.1 The delivery times stated by KWR shall always be without obligation, unless otherwise agreed; exceeding them shall not constitute default on the part of KWR and shall not entitle the Client to compensation, suspension or dissolution of the concluded Agreement. KWR shall observe the delivery times as much as possible.
- 23.2 Goods sold by KWR shall be delivered 'Ex Works' (EXW) at the Nieuwegein location to the other Party, or at another destination specified by the other Party, unless otherwise agreed in writing.
- 23.3 If KWR expects that the delivery period will be exceeded, KWR shall immediately notify the Client thereof in writing, stating the reasons.
- 23.4 Delivery shall take place at the agreed place and time.
- 23.5 KWR shall be entitled to deliver in parts.

### Article 24: Retention of title

- 24.1 As long as the Client has not made full payment of the claims pursuant to each Agreement concluded with KWR as well as in respect of any claims for failure to perform those Agreements, the goods delivered by KWR to the Client shall remain KWR's property. KWR shall be entitled to take back the goods that have remained its property if the Client fails to fulfil any obligation under the Agreements concluded with the Client, without prejudice to KWR's right to demand dissolution or performance of the Agreement as well as compensation for damages.
- 24.2 As long as KWR's delivered goods are subject to retention of title, the Client shall not be entitled to process, alienate, rent out or give the use of these goods to third parties or to establish any form of security on them, unless this is done in the normal course of business.
- 24.3 Until the time of payment, the Client shall be obliged to store the goods with due care.
- 24.4 If the Client fails to execute its performances as referred to in paragraph 1, KWR shall be entitled to recover the goods which are the property of KWR (or have them recovered) from the place where they are located, for the account of the Client, without prejudice to KWR's right to demand dissolution or performance of the Agreement as well as damages.
- 24.5 If the Agreement concluded between the Parties is dissolved at the request of either party and KWR's goods are still subject to retention of title, the Client shall be obliged to immediately place these goods at KWR's disposal. The Client shall not be entitled to set off claims on its part against these goods, or to suspend its obligation to make them available on that basis.

### Article 25: Packaging and shipment

- 25.1 Goods shall be shipped at the Client's risk, even if the carrier demands that waybills, transport addresses and the like contain the clause that all transport damages are at the sender's risk and expense.
- 25.2 Each delivery of Goods shall be accompanied by: a packing list stating the type and quantity of the Goods and a waybill with corresponding ordering and/or order numbers.

## **Article 26: Guarantees/Complaints**

- 26.1 Many of the goods to be delivered by KWR are to be regarded as prototypes and not as fully developed serial products. If the goods to be delivered by KWR are not prototypes, KWR guarantees for twelve (12) months after delivery of the goods that these goods possess the properties required for normal use thereof. Unless otherwise agreed in writing, KWR shall not guarantee properties other than those included in its descriptions and specifications. The Client shall be obliged to strictly observe KWR's instructions and regulations regarding the manner of use, in default of which the Client shall not be able to assert any claims.
- 26.2 For Goods or parts thereof that have been replaced during the warranty period, the warranty period shall restart from the date of delivery of the replacement product.
- 26.3 If KWR delivers goods to the Client that KWR has obtained from its suppliers, KWR shall never be obliged to provide a more extensive warranty or liability to the Client than that to which KWR is entitled vis-à-vis its supplier and which are actually fulfilled by the supplier.
- 26.4 In the event of delivery of any used materials or used items, no warranty shall be given, unless expressly agreed otherwise, in which case the then agreed warranty shall apply.
- 26.5 KWR's warranty obligations shall lapse immediately if:
- a the Client makes or commissions repairs or changes during the warranty period without KWR's prior permission;
  - b the Client does not use (has not used) the goods delivered by KWR in accordance with the instructions for use enclosed with the goods.
- 26.6 KWR's warranty obligations shall be suspended by any failure by the Client to fulfil, or to fulfil on time or in full, its obligations under the Agreement. The Client may only claim fulfilment of the warranty after full payment of any outstanding invoices, forfeited interest and costs.
- 26.7 The Client shall be obliged to check the goods and services delivered for any shortcomings and/or damage immediately after delivery. Any shortcomings and/or damage must be notified to KWR by the Client in writing, stating the reasons, immediately after they have been observed, failing which KWR shall be entitled not to handle complaints relating thereto. The Client may in any event no longer assert any claims if the notification to KWR takes place later than seven days after the moment on which the Client could reasonably have discovered the defect.
- 26.8 Complaints can only be handled if the goods are still in the condition in which they were delivered. In case of doubt, the Client will have to prove that this is the case.
- 26.9 Returning the delivered goods can only take place after prior written permission of KWR, under conditions to be determined by KWR. If goods are returned without KWR's prior written permission, both dispatch and storage after arrival shall be at the risk and expense of the Client. The risk of returned items shall remain with the Client until KWR has accepted the returned items in writing, to which acceptance KWR may attach conditions.
- 26.10 If a complaint has been lodged in time and in accordance with these Conditions of Supply and is found by KWR to be well-founded, KWR shall act in accordance with the warranty provisions of these Conditions of Supply. By complying with the warranty provisions, KWR shall be fully discharged with regard to the warranty obligations and shall not be liable for any further compensation.
- 26.11 A complaint shall not suspend the payment obligation.

## **Article 27: Inspection**

- 27.1 If the assessment is carried out by an independent body, the result of the inspection or test shall be binding for the Parties.
- 27.2 KWR shall be authorised to be present during the inspection or testing.