

General Terms & Conditions

Watersprint AB ("Watersprint") sells, on the terms and conditions stated in this General Terms & Conditions and stated in the Quotation, the Products that is specified in the Quotation. Through the acceptance of the Quotation, the Purchaser confirms its approval and acceptance of the General Terms & Conditions incorporated herein.

1 GENERAL

The rights and obligations stated in the Quotation, Incoterms 2020, and the General Terms & Conditions (Agreement) governs the purchase of the Products by the Purchaser.

2 DELIVERY

- 2.1 Delivery shall be made according to the Quotation.
- 2.2 Unless otherwise is agreed in writing, delivery of the Products is made FCA Watersprint's designated plant or warehouse(s) (determined in accordance with the INCOTERMS in force at the date of the Agreement).
- 2.3 Watersprint can, after agreement in writing, assume the responsibility to transport the Products to an address defined by the Purchaser. The Purchaser will be charged separately for the cost of transportation.
- 2.4 The Purchaser assumes the risk from Delivery and is therefore responsible for loss or damage if any, on the Products. Such event will not liberate the Purchaser from its responsibility to fulfil its obligations in accordance with the Agreement, such as making the full payment for the purchase.

3 PRODUCTS

Watersprint sells the Products, documentation, parts and accessories. Watersprint does not provide any representation or warranties of any kind, either expressed or implied with respect to the Products, by operation of law, statutory or otherwise, and all implied warranties, including without limitation those of merchantability and fitness for a particular purpose, are hereby expressly disclaimed, including but not limited to any implied warranties of merchantability and fitness for a particular purpose. In no event shall Watersprint, its directors, officers, employees and contractors be liable for any indirect or consequential damages resulting from the Purchaser's use of the Products. Watersprint's sole responsibility for any defects of the Products is limited to the obligations clearly stated in the Agreement.

4 CAVEAT EMPTOR, EXAMINATION AND CLAIMS

- 4.1 The Purchaser shall at the delivery of the Products, and before it is used in production, examine it and make note of flaws, deficiencies or damages. The Purchaser must notify Watersprint of such flaws, deficiencies or damages immediately in writing. Should the Purchaser delay the notification and the delay causes additional damages on the Products or fees for Watersprint, the Purchaser shall be responsible for such additional costs and fees.
- 4.2 In order to make a claim to Watersprint the Purchaser must immediately, as soon as a flaw, deficiency or damage was noted, or should have been noted, notify Watersprint in writing of its claim.

5 PRICE AND PAYMENT

- 5.1 The price for the Products is stated in the Purchase Agreement and payment shall be made no later than fifteen (15) days from the date of the invoice unless otherwise is agreed in writing.

- 5.2 If the Purchaser is delayed with the payment, Watersprint is not obligated to perform under this Agreement until the payment is made in full. Furthermore, Watersprint has the right to claim interest on the unpaid amount. The rate of interest shall per annum be the Swedish Riksbank's official reference rate (Sw: Riksbankens referensränta) at the time plus eight (8) percentage units. All prices are exclusive of taxes, duties and charges, unless otherwise agreed.

6 TRANSFER OF OWNERSHIP AND RETENTION RIGHTS

- 6.1 Ownership of the Products is transferred from Watersprint to the Purchaser when the price is paid in full, including fees, interests, or charges, if any, for late payment. The retention of title shall not affect the passing of risk.
- 6.2 Watersprint maintains a retention of title to the Products until such transfer of ownership is completed.
- 6.3 Regardless of what is stated above, the parties agree that the transfer of ownership of the Products does not in any way or form, neither directly, indirectly, implicit or implied, include a transfer of ownership of Watersprint's intellectual property rights (IPR) Watersprint's IPR includes, but is not limited to, registered patents, pending patents, copyright to software and documentation, brand, trademark and other protected labels, drawings, schematics etc.

7 WARRANTY

- 7.1 The quality of the incoming water must meet the following requirements in order for the Products to function correctly: water colour (pt-co) unit < 10 mg/l Pt, UV-transmission at 10 mm cuvette: >95% with a 254 nm wave length, Hardness <8° German degrees, Turbidity <0,3 NTU.
- 7.2 Depending on the bacteria concentration in the incoming water and the flow of water through the unit, the reduction of bacteria can be >99%.
- 7.3 The warranty is valid for a period of 12 months from the delivery of the Products.

8 LIMITATION OF WARRANTY AND LIABILITY

- 8.1 Except for the limited warranties stated in these General Terms & Conditions, all other warranties, conditions or guarantees, written or oral, statutory or otherwise, including without limitation any implied warranties and conditions of quality and fitness for a particular purpose are hereby excluded. Watersprint's sole liability is limited in accordance with what is stated in the Agreement.
- 8.2 Watersprint's sole liability for the Products is limited to replacing or repairing the Products at Watersprint's sole discretion. Any deficiency, damage or fault in the Products does not grant the Purchaser any right to withhold or receive discounts of the payment to Watersprint under the Agreement.
- 8.3 At a malfunction of the Products, Watersprint shall, in its sole discretion, within a reasonable time either repair or replace the malfunctioning Product with an equal Product available. The Purchaser may not execute or allow a third party to make any repairs on a malfunctioning Product. Only a, by Watersprint authorised, service engineer may execute or conduct repairs of the Products. Purchaser shall send defective Products to Watersprint at its own cost.

- 8.4 In no case shall Watersprint assume any responsibility or liability towards the Purchaser for any indirect costs, additional direct costs, loss of revenue, loss of profit or any other consequential loss due to a delay in delivery, standstill of the Product, cost of transport, malfunction, deficiency, damage or fault in the Product or due to the fact that the Purchaser for any other reason is unable to sell the Products.
- 8.5 Notwithstanding what is stated elsewhere in this Agreement, the aggregate liability of Watersprint to the Purchaser whether under the Purchase Agreement or in tort, for any loss or damage suffered by Purchaser and arising out of Watersprint's performance under the Purchase Agreement, shall never exceed a maximum cumulative amount equal to hundred (100%) percent of the individual purchase order effected by such loss or damage.

9 CONFIDENTIALITY

- 9.1 In the performance of this Agreement either party may learn information relating to the other party, its business, business plans, affairs or activities, which information is confidential and proprietary to the disclosing party ("Confidential Information"). The party learning such Confidential Information of the other party undertakes to keep all such information confidential and not to use such information for any purpose other than the performance of this Agreement according to its terms. Each party shall require its employees, affiliates and third party contractors who have access to the Confidential Information of the other party to comply with the provisions of this Clause 10.1 as if they were a party hereto. This Clause 10.1 shall survive the termination of this Agreement.
- 9.2 The provisions of Clause 10.1 shall not apply to information which is in the public domain or comes into the public domain after the effective date through no fault of the recipient party unless the act or omission that made the information come into the public domain was through an illegal act or omission by a third party in which case the information remains confidential; which is already known to the recipient party, or is developed by the recipient party without reference to the Confidential Information of the other party; or which is properly received by the recipient party from a third party who has the right to disclose such information and who does not place restrictions on its use or disclosure.

10 LIABILITY

The Purchaser shall hold Watersprint harmless from any harm, loss or damage that Watersprint suffers due a breach of or failure to meet any obligation under this Agreement by the Purchaser or if Watersprint terminates the Agreement in accordance to section 12.

11 ASSIGNMENT

- 11.1 The Purchaser may not assign its rights and obligations under this Agreement.
- 11.2 Watersprint may, without the consent of the Purchaser, assign the right to receive payment in accordance with the Agreement. Furthermore Watersprint can assign, transfer, pledge or trade its rights under this Agreement.

12 TERMINATION

- 12.1 Watersprint has the right to terminate the Agreement if:
- (a) The Purchaser does not meet its obligations of payment to Watersprint and does remedy the failure within five (5) bank days from the date Watersprint has notified the Purchaser in writing;

(b) The Purchaser, before the entire price is paid in full, is declared bankrupt, placed under receivership, negotiates with its creditors of an assignment or transfer of assets for their benefit or else is reasonably considered to be insolvent; or

(c) The Purchaser commits a material breach of the Agreement.

- 12.2 If Watersprint terminates the Agreement under section 12, Watersprint has the right to immediately retain the Products at the expense of the Purchaser.

13 FORCE MAJEURE

Watersprint is not responsible for delays or non-performance due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, pandemic, labour disputes, government actions, or the like Force Majeure.

14 GOVERNING LAW AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). 14.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.