

## General Terms & Conditions North America

### 1 GENERAL

Watersprint AB (“Watersprint”) sells its products subject to the terms and conditions stated in the purchase agreement entered into between Watersprint and the purchaser or a quotation which refers to these General Terms and Conditions (the “Purchase Agreement”). These General Terms & Conditions form and shall be read and construed as an integral part of the Purchase Agreement. The products sold to the purchaser are specified in the Purchase Agreement and hereinafter referred to as the “Products”. Through the acceptance of the Purchase Agreement, the purchaser confirms its approval and acceptance of these General Terms & Conditions.

### 2 DELIVERY

- 2.1 Delivery shall be made according to the Purchase Agreement.
- 2.2 Unless otherwise agreed to in writing, delivery of the Products is made from FCA Watersprint’s designated plant or warehouse(s) (determined in accordance with the INCOTERMS in force at the date of the Purchase Agreement).
- 2.3 Watersprint can, after the parties agree 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 the loss of or damage to the Products, if any. Such event will not relieve the purchaser from its responsibility to fulfil its obligations in accordance with the Purchase Agreement, such as making the full payment for the purchase.

### 3 PRODUCTS

- 3.1 Watersprint sells the Products, documentation, parts, and accessories. To the extent permitted by law, Watersprint’s sole responsibility for any defects of the Products, documentation, parts, and accessories is limited to the obligations clearly stated in these General Terms & Conditions.
- 3.2 The purchaser must ensure that the quality of the incoming water meets 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. Depending on the bacteria concentration in the incoming water and the flow of water through the unit, the reduction of bacteria may be >99% in some instances.

### 4 CAVEAT EMPTOR, EXAMINATION AND CLAIMS

- 4.1 The purchaser shall at the delivery of the Products, and before they are used in production, examine the Products and make note of any apparent flaws, deficiencies or damages. The purchaser must notify Watersprint of such flaws, deficiencies or damages within 30 days of delivery in writing to support@watersprint.com. Should the purchaser delay the notification, and the delay causes additional damage to the Products or fees for Watersprint, the purchaser shall be responsible for all such additional costs and fees.

### 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 agreed to in writing.

- 5.2 If the purchaser is delayed with the payment, Watersprint is not obligated to perform under the Purchase 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, patents, pending patent applications, copyright to software and documentation, brand, trademark and other protected labels, drawings, schematics etc.

### 7 WARRANTY

- 7.1 Watersprint warrants that all Products will materially conform to Watersprint’s published specifications at the time of delivery. This limited warranty is the sole and exclusive warranty provided by Watersprint.
- 7.2 The above warranty is valid only if all of the following conditions are met: (a) the Product is installed and maintained in accordance with the instructions in the User Manual; (b) the Products are only used for their intended purpose, which includes the quality of the incoming water set out in Section 3.2; and (c) Products are repaired only by a Watersprint authorised service engineer as set out in Section 8.3, and the purchaser does not execute or allow a third party to make any repairs to Products. The purchaser’s compliance with these conditions will be determined by Watersprint in its sole discretion. Please be referred to Section 8.3 for instructions on how to exercise your warranty.
- 7.3 The above warranty, which is non-transferable, is valid to the original purchaser for a period of 12 months from the date of delivery of the Products. Certain parts may have a longer warranty period, for more information please contact support@watersprint.com.

### 8 LIMITATION OF WARRANTY AND LIABILITY

- 8.1 Except for the limited warranties stated in these General Terms & Conditions, all other warranties, representations, conditions, or guarantees, whether express or implied and whether written or oral, statutory or otherwise, including, without limitation, any and all implied warranties and conditions, including warranties of quality, non-infringement, merchantability, and fitness for a particular purpose, are hereby disclaimed and excluded. Watersprint does not assume any liability other than as explicitly set out in the Purchase Agreement.
- 8.2 Watersprint’s sole liability for the Products, including any defect or problem with the Products, or breach of the foregoing warranty, 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 offset payment or receive a discount on the payment of any amounts owed to Watersprint.

- 8.3 Subject to Section 8.2 above and as purchaser's sole remedy, in the event of a breach of the warranty set forth in Section 7.1, Watersprint shall, in its sole discretion, and within a reasonable time either repair or replace the Product with an equal Product available. To maintain Watersprint's obligations under this section, the purchaser may not execute or allow a third party to make any repairs to a Product. Only a Watersprint authorised, service engineer may conduct repairs of the Products. Purchaser shall send defective Products to Watersprint following the instruction provided by Watersprint following notification at [support@watersprint.com](mailto:support@watersprint.com) at purchaser's 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 the Purchase 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 one hundred percent (100%) of the individual purchase order effected by such loss or damage.
- 8.6 WATERSPRINT MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE REGARDING THE INFORMATION PROVIDED IN RELATION TO ITS PRODUCTS. WATERSPRINT DOES NOT WARRANT THE SUITABILITY OF ITS PRODUCTS AND SERVICES FOR ANY PARTICULAR PURPOSE, NOR ASSUME ANY LIABILITY WHATSOEVER ARISING OUT OF THE APPLICATION OR USE OF ANY PRODUCT ON ITS OWN OR TOGETHER WITH OTHER PRODUCTS. THE PRODUCTS SOLD HEREUNDER AND ANY OTHER PRODUCTS SOLD BY WATERSPRINT HAVE BEEN SUBJECT TO LIMITED TESTING AND SHOULD NOT BE USED IN CONJUNCTION WITH MISSION-CRITICAL EQUIPMENT OR APPLICATIONS. IT IS THE PURCHASER'S RESPONSIBILITY TO INDEPENDENTLY DETERMINE SUITABILITY OF ANY PRODUCTS FOR ANY CONTEMPLATED USE AND TO TEST AND VERIFY THE SAME.
- 8.7 THE LIMITATION OF DAMAGES AND LIABILITIES DESCRIBED IN THIS SECTION ARE APPLICABLE EVEN IF A PARTY IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND LIABILITIES AND EVEN IF THE RESULTING REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. PURCHASER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION ON LIABILITY AND DAMAGES FORMS A FUNDAMENTAL BASIS OF THE BARGAIN HEREUNDER, IN THE ABSENCE OF WHICH, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD HAVE BEEN DIFFERENT.
- 8.8 The laws of certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply, some or all the above disclaimers, exclusions or limitations may not apply, and Purchaser may have additional rights. To the extent the above disclaimer of warranties and limitations of liability is restricted under the applicable law, the above limitations shall nonetheless be applied to the maximum extent permitted under such law.

## 9 CONFIDENTIALITY

- 9.1 In the performance of this Purchase 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 the Purchase 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 Section 9.1 as if they were a party hereto. This Section 9.1 shall survive the termination of the Purchase Agreement.
- 9.2 The provisions of Section 9.1 shall not apply to information (a) which is in the public domain or comes into the public domain after the effective date of the Purchase Agreement through no fault of the recipient party unless the act or omission by which the information came into the public domain was through an illegal act or omission by a third party in which case the information remains confidential; (b) 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 (c) 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 to a breach of or failure to meet any obligation under the Purchase Agreement by the purchaser or if Watersprint terminates the Purchase Agreement in accordance with Section 12.

## 11 ASSIGNMENT

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

## 12 TERMINATION

- 12.1 Watersprint has the right to terminate the Purchase Agreement if:
- (a) The purchaser does not meet its obligations of payment to Watersprint and does not 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 Purchase Agreement.
- 12.2 If Watersprint terminates the Purchase Agreement under Section 12.1, Watersprint has the right to immediately retain the Products at the expense of the purchaser.

### 13 FORCE MAJEURE

Watersprint is not responsible for defects, delays, or non-performance due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accidents, war, terrorism, epidemics, pandemics, labour disputes, government actions, laws effective after the date of Product delivery, fire, communication line failures, power failures, earthquakes, or other disasters whether natural or man-made.

### 14 GOVERNING LAW AND DISPUTE RESOLUTION

#### Good Faith Negotiations

- 14.1 If a dispute arises, either party must first attempt to resolve it through good faith negotiations. Each party shall first send written notice of the dispute to the other party. Within 30 days after delivery of the dispute notice (unless mutually agreed by the parties), the parties shall meet virtually at a mutually acceptable date and time. Purchaser and Watersprint agree to negotiate in good faith to try to resolve the dispute. At no point during this time shall either party initiate litigation or arbitration, except for disputes subject to injunctive or other equitable relief. If the parties cannot resolve the dispute within 60 days of the dispute notice, either party may pursue individual arbitration proceedings as described below. Any limitation period will be tolled from the date the dispute is noticed to the other side until the expiration of this 60-day period. Compliance with and completion of this Good Faith Negotiations provision is a condition precedent and requirement for initiating any arbitration proceedings.

#### Arbitration Agreement

- 14.2 Purchaser agrees that all claims and disputes relating in any way to the Products that were not resolved through good faith negotiations shall be resolved by binding arbitration on an individual basis, except for any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

#### Waiver of Judge and Jury Trial

- 14.3 PURCHASER WAIVES ANY CONSTITUTIONAL OR STATUTORY RIGHT TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. Instead, purchaser is electing to have claims and disputes resolved by arbitration because arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. The arbitrator's award shall be final and binding on the parties. It may be entered as a judgment in any court of competent jurisdiction.

#### No Class Arbitrations, Class Actions, or Representative Actions

- 14.4 PURCHASER AGREES THAT ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS AND DISPUTES CANNOT BE COMBINED WITH ANOTHER CLAIM AND BROUGHT AS A CLASS, MASS, OR OTHER TYPE OF REPRESENTATIVE ACTION, WHETHER WITHIN OR OUTSIDE OF ARBITRATION, OR ON BEHALF OF ANY INDIVIDUAL OR OTHER GROUP. THE ARBITRATOR MAY, IN THE ARBITRATOR'S DISCRETION, AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, DECLARATORY RELIEF). ANY RELIEF AWARDED WILL NOT BE CONSIDERED PRECEDENT.

#### Arbitration Rules

- 14.5 If the purchaser resides in the US, the Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Any arbitration will be initiated pursuant to the rules of the American Arbitration Association ("AAA") and will be governed by the AAA Commercial Arbitration Rules. These Rules and filing forms are available at [www.adr.org](http://www.adr.org). Purchaser also agrees that any arbitration will take place in the nearest major city (population in excess of 100,000) to the purchaser's location in the Purchase Agreement and will be governed by the law of the state in which that city is located.
- 14.6 If the purchaser resides in Canada, any arbitration will be initiated under and governed by the Expedited Arbitration Rules of the ADR Chambers if the claim is less than \$50,000.00 CDN. The Expedited Arbitration Rules are available at <https://adrchambers.com/expedited-arbitration/rules/>. For any claim \$50,000.00 CDN and over, any arbitration will be initiated under and governed by the Arbitration Rules of the ADR Chambers. These Arbitration Rules are available at <https://adrchambers.com/arbitration/rules/>. The purchaser agrees that the arbitration will take place in Ontario and the laws of Ontario will apply.

### 15 SEVERABILITY

If any provision of the Purchase Agreement is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from the rest of the terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these terms, which will remain in full force and effect.

#### Contact information

#### **Watersprint AB**

**Medicon Village, Scheeletorget 1, 223 81, Lund Sweden**

[support@watersprint.com](mailto:support@watersprint.com)

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