

The Seller's general terms and conditions of sale form the basis of agreements concluded with the buyer. Buyers are professionals. Placing an order implies that the buyer accepts these conditions, which also prevail over any contrary documents from the buyer that have not been accepted in writing by the Seller. Any changes to the general terms and conditions of sale require the express written agreement of the parties.

The term "written" refers to exchanges on all media, and in particular by fax and electronic mail, which the seller and the buyer recognize as methods of transmitting data between them.

#### 1 – DRAWINGS AND DOCUMENT

The technical characteristics, performance and other data appearing in catalogues, prospectuses, circulars, advertisements, price lists and in any other medium are of an indicative nature. These data are only binding if expressly referred to in the agreement and within the tolerances resulting from the applicable French and European standards.

#### 2 – FORMATION OF THE AGREEMENT

Unless otherwise agreed, the offer is valid for one month. The agreement is deemed to be perfected when, on the basis of an order, the Seller has sent a written acceptance to the Buyer, or by the signing of the agreement by both parties, or by the delivery of the equipment. All orders are final and may not be called into question unilaterally by the Buyer. The agreement will not come into force until the agreed down payment has been received and, where applicable, will also be subject to the customer providing all the information required for the performance of the agreement, any official authorizations that may be required and any other documents provided for in the agreement that are compliant and usable.

#### 3 - PRICE

Unless otherwise agreed, prices are exclusive of VAT and packaging, "made available ex works" or for export sales, in accordance with INCOTERM EX WORKS. The Seller reserves the right to modify its prices at least annually. It will inform the Buyer of this in its price quotations or, at the latest, one month before the date on which the modified price comes into force. Prices which are the subject of a special offer are established in consideration of the quantities ordered. They do not include duties, taxes, additional charges or levies of any kind payable outside France. They also exclude the costs of commissioning, assembly and/or installation verification, which are the responsibility of the Buyer unless specifically agreed in writing. Unless otherwise stipulated, prices are expressed in the legal currency of France. For any invoice for which the net amount excluding tax is less than a value defined by the Seller, a contribution towards administration costs may be applied. Any checks, tests or inspections requested by the Buyer shall be at the Buyer's expense.

#### 4 - PAYMENT

4.1 - Payments shall be made within 30 days of the invoice date, unless expressly agreed otherwise. However, the deposit shall be made that the time of the order. Payments shall be made to the Seller's registered address, net and without discount.

4.2 - The deposit shall not constitute a down payment, and forfeiting the deposit would not release the parties from the Agreement. Payment is constituted by the actual receipt of funds in the seller's account. Payments may not be delayed for any reason whatsoever, even in the event of a dispute, and may only be offset if the conditions of articles 1347 et seq. of the French Civil Code are met. The seller's express written agreement is required prior to any set-off.

4.3 - In the event of late payment, the Seller shall be entitled to charge a penalty calculated by applying to the remaining amounts due, the tender (repurchaser) rate of the European Central Bank increased by ten points. In the event of late payment, the Seller will also have the right to suspend the performance of its own obligations and to demand immediate payment of invoices arising from the agreement and/or agreements in progress with the buyer.

4.4 - In the event of non-payment of a due date or part thereof, the outstanding balance shall become immediately due and payable.

4.5 - In the event of late payment, the Buyer shall automatically owe a fixed collection fee (article L.441-10, II, of the French Commercial Code), the amount of which is set by decree n°2012-1115 at the sum of €40 (article D.441-5 of the French Commercial Code). The payment of this indemnity does not exclude the charging of additional costs incurred for recovery.

#### 5 – PENALTIES

The non-payment of any amount due shall immediately result in the application of a penalty clause equivalent to 15% of the amount remaining due.

#### 6 – DELIVERY TIME

Unless otherwise agreed, the Seller shall be entitled to deliver in several instalments, in which case the payment instalments will be determined accordingly. The Seller shall do its utmost to ensure delivery within the agreed time, but all delivery times are always considered to be provided for information purposes and shall not be binding. The time shall be calculated from the day on which the conditions for entry into force of the Agreement are met. The Seller is automatically released from any commitment relating to delivery times in the event that the Buyer does not comply with one or more of its obligations under the agreement or in the event of force majeure or events or causes beyond the seller's control. The Seller will, as far as possible, keep the buyer informed of such events in good time. Penalties for delay are only payable if accepted in writing by the Seller and are deemed to include any other compensation to which the buyer may be entitled. Payment of these penalties is in full discharge of the Seller's liability. In any event,

the total amount of penalties shall not exceed 5% of the price of the equipment whose delivery is delayed.

#### 7 - DELIVERY

Unless otherwise agreed, the equipment is delivered un-packaged and "ex works". Any subsequent operation, including but not limited to transport, handling and delivery to site, shall be at the Buyer's responsibility, costs and risk. In the case of export sales, delivery is made in accordance with INCOTERM "EX WORKS". The risks relating to uncollected equipment shall be borne by the Buyer, and storage costs may be invoiced to the Buyer by the Seller, unless otherwise agreed. In any event, the Buyer shall inspect the shipment upon arrival, to make any reservations to the carrier within 48 hours and to inform the Seller immediately. Any specific packaging requested by the Buyer shall be charged to the Buyer, in addition to the agreed price, and shall not be taken back by the Seller unless otherwise provided. Unloading operations are and remain the responsibility of the Buyer. The Buyer must take all necessary precautions to ensure the safety of those involved.

#### 8 - CONFIDENTIALITY – INDUSTRIAL PROPERTY

The parties undertake to keep confidential all information communicated to the other party for the performance of the agreements.

The Seller is and shall remain the exclusive owner of the designs, drawings, plans, models, methodology, pricing conditions, training material, software and tools, method, concept, know-how, technique, invention, development, process, discovery, improvement and data and proprietary program of the Seller and of all documents, regardless of their media, of which the Buyer may have become aware as part of this Agreement or any offer. The Seller is also the owner of the intellectual property rights attached thereto. These elements may only be used by the Buyer and solely for the purposes of using the materials. The present agreement does not confer any right of adaptation, transfer, transformation or other to the benefit of the Buyer. The materials must be returned without delay if the Agreement is not concluded or at the request of the Seller.

#### 9 - WARRANTY

9.1 - The Seller guarantees, by virtue of the guarantee against hidden defects under article 1641 of the French Civil Code, and notwithstanding the provisions of the Code, its supply against any operating defect resulting from a manufacturing, design, material or execution defect, for a period of 12 months after the date of manufacture. The warranty shall not cover normal wear and tear, including wear parts. Where applicable, any software or software packages may be subjected to specific warranty conditions.

9.2 - The Seller's warranty for other defects/errors or apparent non-conformity as a result of the Seller's obligation to deliver comes into effect from the date of delivery of the equipment for a period of two months.

9.3 - To benefit from the warranty, the Buyer shall immediately inform the Seller in writing of the existence and exact nature of the operating defects the Buyer has found in the equipment.

9.4 - Under the terms of the warranty, the Seller will repair, replace or modify, at its own discretion, any parts recognized as defective by the Seller. The guarantee does not cover the costs of dismantling, reassembly, transport and approach. The replacement of one or more parts, for whatever reason, shall not extend the warranty period. Repair or replacement may include transport.

9.5 - The warranty shall not apply in the following cases: installation, storage or use of the equipment which does not comply with its intended purpose, the recommendations of the Seller or generally good practice; deterioration or accidents caused by negligence, lack of supervision or maintenance, or changes in operating conditions. The warranty shall further not apply in the event of intervention, repair or dismantling of the equipment by the Buyer or by a third party not authorized by the Seller. The warranty shall not apply under the following conditions:

- the equipment has not been used in accordance with the specifications for its use.

- the anomaly is due to problems relating to the quality of the water (unless it can be shown that the deterioration of the equipment is due to its non-compliance with French regulations applicable to water meters), problems with the water network and pipes.

- the equipment is used by the customer in a manner that does not comply with the defined technical operating conditions as set out in the technical files for the equipment, which the Buyer acknowledges being familiar with and which are accessible on the Seller's website [www.diehl.com](http://www.diehl.com).

9.6 - Software – Unless otherwise stipulated, the Seller shall not provide maintenance for the software delivered. The Software shall be guaranteed by the Seller in accordance with the legal warranty and the warranties relating to the normal use of the software for a period of 6 months from the date of invoicing of the said software. The warranty shall cover any hidden defects in the software. The warranty shall not cover, in particular, the development of new programs, the restoration of operational work, the training of staff, equipment maintenance or the installation of new versions of the software. Use of the software is the sole responsibility of the purchaser. This warranty shall not apply in the event of misuse, abuse or negligence on the part of the customer, faulty installation, failure by the customer to comply with installation, maintenance or operating instructions, unauthorized modification, natural wear and tear, intervention on the products by a third party not expressly authorized by the Seller or in the event of damage resulting from force majeure or the act of a third party. For the sake of completeness, the Seller specifies that it is able, at the Buyer's request, to offer various maintenance service agreements.

#### 10 - LIABILITY

10.1 - The Seller shall only be liable for property damage, i.e. damage to the substance of the object, provided that the conditions for such liability set out in Article 9 are met. The liability of the Seller shall be limited to the amount (exclusive of tax) of the amounts collected for the relevant equipment. On the other hand, the Seller shall not be held liable for immaterial, consequential or indirect damage, such as operating loss or loss of profit. The Seller's equipment is intended for professionals operating in the same sector of activity. The foregoing limitations, whether in terms of warranty or liability, therefore, apply to the Buyer.

10.2 – If any products are programmed upon a request from the Buyer, the liability of the Seller shall be identical to that mentioned in 10.1, whether the equipment has been delivered by the Buyer and/or manufactured entirely or in part by the Seller, providing the claim is related to a programming that has been proved by the Buyer.

#### 11 – LICENSE

The software is protected by copyright, with all rights reserved. The right to use the software products is granted in exchange for a user licence. Unless otherwise provided, the Buyer shall not copy or reproduce all or part of the software products and documentation by any means and in any form, or translate or transcribe the software products and documentation into any other language. By way of exception, the Buyer may only copy the Seller's products, subject to the limit of two copies, for the sole purpose of backing up the software as a safety measure.

#### 12 – RETENTION OF TITLE

12.1 - The Seller shall retain the ownership of the goods sold until full payment has been received. Any failure to pay on any of the due dates may result in the goods being reclaimed. Goods in stock with the Buyer are those deemed to be unpaid.

12.2 - Nevertheless, the transfer of risks to the Buyer shall take place when the equipment is delivered, as defined above, and the Buyer is responsible for the corresponding insurance. Under no circumstances may the Buyer pledge the equipment or provide any other guarantee.

#### 13 - FORCE MAJEURE

The Seller shall not be liable for any failure to fulfil its obligations if such failure is due to a force majeure event. An event of force majeure is defined as any unforeseeable and irresistible event preventing the performance of all or part of the agreement which cannot be overcome despite the diligence of the Seller, its suppliers or subcontractors. In the event of the occurrence of such an event likely to seriously affect the performance of its services, the Seller will inform the Buyer within a reasonable period of time. A case of force majeure includes, in particular, a significant increase in the cost of raw materials and difficulties in obtaining supplies of raw materials.

#### 14 – TERMINATION – CHANGE IN COMMERCIAL RELATIONS

14.1 - In the event of non-performance by the Buyer of one of its agreement obligations, and in particular in the event of failure to comply with one or more of the payment deadlines, the Seller may terminate the agreement if the Buyer fails to remedy its breach within eight days of notice demanding performance given to the Buyer.

14.2 - The commercial conditions granted to the Buyer do not constitute a commitment by the Seller as regards future conditions. In the event of a payment incident, events that raise doubt on the Buyer's solvency, or commercial practices that are prejudicial to the Seller, the Seller may propose new conditions or refuse to accept new orders.

#### 15 – APPLICABLE LAWS AND DISPUTES

Before instituting any proceedings, the parties shall endeavour to resolve the dispute amicably. It should be noted that the agreement is subject to French law. All disputes shall fall within the exclusive jurisdiction of the court in whose jurisdiction the Seller's registered office is located, even in the event of multiple defendants, third-party proceedings or summary proceedings. The Vienna Convention on the sale of goods is excluded.