

General terms and conditions of the private company with limited liability EWS Equipment for Watertreatment Systems International B.V. (Ch. of Comm. number 16073376)

Article 1

These general terms and conditions apply to all offers and all agreements, by whatever name, which are concluded with and/or by EWS.

Other terms and conditions (terms and conditions of purchase or terms and conditions of sale) are expressly rejected by EWS. The terms and conditions of EWS apply regardless of whether or not the other party has other terms and conditions.

In the event of conflict between the terms and conditions of purchase and the terms and conditions of sale, the terms and conditions of EWS will always prevail and will always be applicable, and the clients/purchasers of EWS furthermore accept the terms and conditions of EWS solely by acceptance of the order and by accepting the delivery of the order by EWS.

Article 2: Agreement

An agreement only comes into effect after the other party has accepted in writing the offer made by EWS, even if this acceptance derogates in minor points from the offer. However, if the acceptance by the other party derogates on material points from the offer, the agreement will come into effect only if EWS has expressly agreed in writing to this derogation.

If another party provides an assignment to EWS or places an order with EWS without a prior offer, or in the event that oral arrangements have been made, EWS will only be bound to this assignment, order or oral arrangement after EWS has confirmed in writing to the other party that it accepts this order subject to the simultaneous notification that the general terms and conditions of EWS apply to every order accepted by EWS: this is with the exclusion of the general terms and conditions of the client.

Amendments of an assignment or order once provided or placed must take place in

writing.

The aforesaid amendments as well as addendums to or amendments of the general terms and conditions or the agreement will only bind EWS after EWS has confirmed these in writing to the other party.

Article 3: Prices and payment terms

The agreed price is a fixed price unless expressly agreed otherwise in writing. The offered prices always exclude VAT.

EWS is at all times entitled to require (partial) advance payment or any other security for payment from the other party.

Payment must take place before the expiry of the due date of 30 days after the invoice date, unless parties have expressly agreed otherwise in writing. The accuracy of an invoice is fixed if the other party has not made an objection within this payment term.

If, after the expiry of the period referred to above, the invoice has not been paid in full, the other party will owe default interest to EWS to the amount of 2% per month, to be calculated cumulatively over the principal sum until the day of payment in full. Parts of a month are thereby calculated as an entire month. EWS is additionally entitled to charge the extrajudicial collection costs to the other party concerning 15% of the principal sum of the amounts due with a minimum of € 40.

Article 4: Retention of title

EWS retains the ownership of all goods delivered and still to be delivered pursuant to the agreement until the time when the other party has fulfilled all payment obligations toward EWS.

Article 5: Warranty

5a. Limited warranty

EWS warrants her products free from defects in material and workmanship under the following terms.

In this warranty, "products" shall be taken to mean all devices that are supplies pursuant to the contract with exception of software.

5b. Validity of the warranty

Labour and parts are warranted for five years from the date of the first customers purchase. This warranty is only valid for the first purchase customer.

Notwithstanding the warranty period of five years as mentioned above – while upholding the remaining provisions – a warranty period of three months applies to the supply of software.

5c. Cover of the warranty

Subject to the exceptions as laid down below, this warranty covers all defects in material or workmanship in the EWS products. The following are not covered by the warranty:

- 1) *Any product or part not manufactured nor distributed by EWS. EWS will pass on warranty given by actual manufacturer of products or parts that EWS uses in the product.*
- 2) *Any product, on which the serial number has been defaced, modified or removed.*
- 3) *Damage, deterioration or malfunction resulting from:*
 - a) *accident, misuse, neglect, fire, water, lightning or other acts of nature;*
 - b) *products modification or failure to follow instructions supplied by the products;*
 - c) *repair of attempted repair by anyone not authorized by EWS;*
 - d) *any shipment of the product (claims must be presented to the carrier);*
 - e) *removal of installation of the product;*
 - f) *any other cause, which does not relate tot a product defect;*
 - g) *cartons, equipment enclosures, cables or accessories uses in conjunction with the product.*

5d. Financial consequences

EWS will only pay for labour and material expenses for covered items, proceed from repairs and updates done by EWS at the EWS location. EWS will not pay for the following:

- 1) removal or installations charges at customers and/or end user location;*
- 2) costs for initial technical adjustments (set-up), including adjustment of users controls or programming;*
- 3) shipping charges proceed from returning goods by the customer. (Shipping charges for returning goods to the customer are for the account of EWS.)*

All the costs which exceed the obligations of EWS under this warranty, such as, but not limited to, travel and accommodation costs and costs for assembly and dismantling are for the account and risk of the customer.

5e. Warranty service

In order to retain the right to have a defect remedied under this warranty, the customer is obliged to:

- 1) Submit complaints about immediately obvious errors related to the products delivered, in writing within 8 days of the delivery of the products and submit complaints about shortcomings relating to the products delivered, which are not visible, within 8 days of their being discovered.*
- 2) Return defected products for account and risk of the customer. Costs for this shipment will not be reimbursed by EWS. The products may only be returned following express, written permission from EWS. Returning the products does not affect the obligation to pay the invoiced amounts.*
- 3) Present the original dated invoice (or a copy) as proof of warranty coverage, which must be included in any [of the] return shipment of the product. Please include also in any mailing a contact name, company, address and a description of the problem(s).*

5f. Limitation of implied warranties

Except where such disclaimers and exclusions are specifically prohibited by applicable law, the foregoing sets forth the only warranty applicable to the product, and such warranty is given expressly and in lieu of all other warranties, express or implied, or merchantability and fitness for a particular purpose and all such implied warranties which exceed or differ from the warranty set forth herein

are hereby disclaimed by EWS.

5g. Exclusion of damages

EWS' liability for any defective products is limited to the repair or replacement of the product at our option. Except where such limitations and exclusions are specifically prohibited by applicable law EWS shall not be liable for:

- 1) Damage to other property caused by defects in the EWS product, damages based upon inconvenience, loss or use of the product, loss of time, commercial loss or;*
- 2) any damages, whether incidental, [consequential or otherwise] special, indirect or consequential damages, injury to persons or property, or any other loss.*

Under no circumstances whatsoever shall EWS be obliged to provide compensation beyond the direct damage incurred by customer up to an amount not exceeding the payment receivable from the insurer of EWS in connection to the damage.

Article 6: Applicable law and disputes

Dutch law shall govern all offers made by EWS and all agreements concluded between EWS and customer. This warranty explicitly excludes applications of the Vienna Sales Convention (CISG) and all other international treaties.

All disputes that may arise between the parties shall be dealt with by the competent court in The Netherlands and under whose jurisdiction EWS falls. However, EWS reserves the right to submit any disputes to the competent court in the customers location.

Article 7:

If one or more provisions of these general terms and conditions were to be null and void or voidable all other provisions will remain in full effect and the null and void or voidable provision will be replaced by a provision that will approach the intention of EWS as closely as possible.

These terms and conditions have been filed with the Chamber of Commerce and Industry in 's-Hertogenbosch dated 9 February 2016.