

**1. Scope, definitions**

- 1.1 The present General Terms and Conditions of Sale and Delivery (hereinafter: "GTC") apply exclusively to all contracts concluded by MANN+HUMMEL Water & Fluid Solutions SpA or its affiliated companies listed in Annex 1 (hereinafter: "M+H") for the sale and delivery of products sold by the Business Unit Life, Science & Environment / Water & Membrane Solutions in Europe, Middle East and Africa (hereinafter referred to as the "Products"). The GTC only apply if the customer is a company, a legal entity of public law or a public-law special fund.
- 1.2 The GTC, together with the particular conditions contained in the M+H quotes and Order Confirmation, as well as in the documents annexed thereto, constitute the entire discipline of the contract between M+H and the customer ("Contract") and supersede, abrogating them in their entirety, any other conflicting terms or conditions proposed by the customer verbally or in writing, not expressly referred to in such documents. Any variation of these GTC shall be effective only if accepted in writing by M+H. This shall apply likewise for the rescission of this written form requirement. No additions or changes to the terms in force between the parties, whether provided for in the customer's purchase order or in other documents, including shipping documents, may be opposed to M+H unless accepted in writing. In the event of any discrepancy between the provisions contained in the Order Confirmation and those set out in these GTC, the provisions of the final Order Confirmation shall prevail.
- 1.3 The GTC are deemed accepted upon placement of an order. If M+H participates in a customer's electronic platform and activates dialog boxes requested by the system, such activation does not imply acceptance of the terms of use or of other general terms and conditions of the customer. Individual written agreements or information provided in the M+H order confirmation shall take precedence over the GTC. Any rights to which M+H may be entitled to pursuant to statutory provisions and in addition to these GTC shall remain unaffected.
- 1.4 In the scope of these GTC, affiliated company means any legal entity that directly or indirectly controls, is controlled by, or is under common control with a party, with "control" meaning direct or indirect ownership of more than 50% of the voting rights or capital of the legal entity concerned.

**2. Contract conclusion**

- 2.1. Any M+H quotes are subject to change and non-binding, unless M+H indicates something to the contrary. A contract only comes into force once the order has been confirmed by M+H in writing or in text form. Delivery date as well as type and quantity of the delivery are determined exclusively by the order confirmation issued in writing or in text form. Any declarations made verbally or by telephone by representatives of M+H are legally binding only if they are confirmed in writing or in text form.
- 2.2. The written M+H order confirmation shall be decisive for the scope of delivery. Changes made by the customer to the scope of delivery require a written confirmation from M+H to be effective.

**3. Statement of work**

- 3.1. The quality of the Products is described exclusively by the specifications expressly stipulated or defined in the data sheet provided with the order confirmation. No further warranties and representations regarding the quality and fitness for a particular purpose are agreed and hence are excluded, if and to the extent permitted by applicable law. All other Product features require an additional express written agreement. In this regard, in particular, the customary use of the Product or the appearance and workmanship of the Product, the accessories, or the instructions, which the customer can expect without further agreement, are irrelevant. In other regards, the risk of suitability and use shall exclusively rest with the customer.
- 3.2. M+H shall not be liable and shall not indemnify the customer for any defectiveness or non-compliance of any product arising from or consequent to the use of customer's raw materials in the production process of the products subject of the contract. If customer's raw materials are proven defective or, in any way, non-compliant to the intended use, M+H will notify in writing the customer, who will have 14 days to:
- Confirm the date of collection of the defective products, at his own expense.
  - Request disposal of products to M+H, at his own expense.
- In case the customer does not make any communication in the prescribed timeline, M+H reserves the right to dispose the defective raw materials and to recharge the respective costs to the customer.
- 3.3. Product details (e.g. as stated in catalogs, product information, electronic media, or on labels) as well as information in designs, drawings, calculations, and other documents are based on the general experience and knowledge of M+H. They only serve as reference values or identification and are non-binding. These Product details as well as any expressly stipulated features or application purposes do not release the customer from the obligation to test the Product for the

customer's intended purpose, to take suitable measures for adequate storage, and to use the Product in a correct manner (see clause 8.8).

- 3.4. M+H reserves the right to make changes to the design and shape of the Products, insofar as these are deviations customary in the industry or insofar as the deviations are within the DIN tolerances or insofar as the changes are not significant and are reasonable for the customer. The same applies accordingly to the choice of material, the specifications, and the design.

**4. Data and technical Documentation. Intellectual Property Rights**

- 4.1. M+H reserves all property, copyrights and other proprietary rights to all documents relating to offers, in particular price estimates, concepts, designs, drafts, or drawings. They may be changed or made available to third parties only with the express permission of M+H. Drawings and other documents provided in the context of a quote must be returned to M+H at all times upon request in compliance with the statutory retention periods and in any case if the order is not placed with M+H. If M+H delivers Products according to drawings, models, samples, or other documents provided by the customer, the customer must ensure that no third-party industrial property rights are infringed. If a third party invokes property rights to prohibit, in particular, the production and delivery of such items, M+H shall be entitled to suspend all relevant activities and to claim damages, without being obligated to analyze the legal situation. Moreover, the customer shall indemnify M+H without undue delay against any third-party claims relating to documents which the customer has made available to M+H, unless the customer is not responsible for the property right infringement.
- 4.2. M+H shall be liable for infringements of third-party industrial property rights in relation to the sale of the Products of M+H according to the above provisions only if industrial property rights that are valid and published at the time of delivery in the country of delivery are infringed during a proper use of the Products. This shall not apply if M+H has produced the Product pursuant to drawings, models, or any other descriptions or data provided by the customer and if M+H did not know of, or it was not the case that it should have known of, any infringement of industrial property rights in relation to the developed Product. In this case the customer of M+H shall be liable for any already occurred or future infringements of third-party industrial property rights. The customer undertakes to inform M+H without undue delay of any possible and suspected cases of infringement of third-party property rights that the customer is aware of and to indemnify M+H against the claims, costs, and expenses of third parties.

**5. Delivery and delivery deadlines**

- 5.1. The delivery dates are provided for information purposes only and are not binding unless the delivery date has been defined as essential and agreed upon in writing by both Parties ("Confirmed delivery date"). Confirmed delivery dates presuppose the proper, in particular, the complete and timely delivery from M+H suppliers and material availability of M+H, unless M+H is responsible for the reason of the improper self-delivery or the non-availability of the material. Delivery deadlines shall be deemed met if the Products have left the M+H plant prior to expiration of the deadline or if M+H has informed the customer that the order is ready for dispatch. The delivery deadlines start to run only once the customer has duly met its respective contractual obligations, such as, for example, the provision of technical data and documents, approvals as well as compliance with the stipulated terms of payment or other obligations.
- 5.2. M+H shall be entitled to make partial deliveries. M+H also reserves the right to make short deliveries of up to 1%.
- 5.3. Force majeure or other circumstances which are out of the control of M+H and entail unforeseeable consequences for the performance shall release M+H from the contractual obligation while these events continue, even if M+H is in default. This includes, in particular, interruptions of operation, fire, labor disputes - including labor disputes affecting suppliers, delays in delivery as well as non-performance or inadequate performance by suppliers, labor shortages, raw material shortages, epidemics and pandemics, regulatory orders, lockouts, import and export restrictions, war, terrorist attacks, floods, earthquakes, cyber-attacks, and other natural events. This does not entail an automatic cancellation of the Agreement. M+H shall inform the customer without undue delay about the event of force majeure and the discontinuation thereof.
- 5.4. If M+H is unable to meet binding delivery deadlines for reasons for which M+H is not responsible (non-availability of the performance), M+H will inform the customer thereof without undue delay and at the same time will provide the anticipated new delivery deadline. If the performance is not available by the new delivery deadline either, M+H shall be entitled to rescind the contract as a whole or in part; M+H shall refund any consideration already paid by the customer without undue delay. Non-availability of the performance in this sense includes, in particular, an improper, in particular late self-delivery by a supplier if M+H is not at fault or if M+H is not under any procurement obligation in the individual case.
- 5.5. If the customer is in default in acceptance, fails to cooperate, or if the delivery of M+H is delayed for other reasons for which the customer is responsible (i.e. delay in payment of price when advance payment is

agreed in the order), M+H shall be entitled to demand compensation for the resulting damage, including for additional expenses (e.g., storage costs). To this end, starting from the delivery deadline or the notification that the Products are ready for shipment, M+H shall charge a lump-sum compensation in the amount of 0.5% of the value of the delivery items per calendar week, up to a maximum total of 5% of the value of the delivery items. The option to provide evidence of greater damage and the statutory claims M+H may have (in particular, compensation for additional expenses, adequate compensation, termination) shall not be affected; however, the lump sum shall be offset against any further monetary claims. The customer has the right to demonstrate that M+H did not incur any damages at all or only significantly less damages than the above lump sum. In case of delay in delivery caused by default of the customer, the risk of loss and damage on the materials shall be considered passed upon the customer at the moment when the delay starts and in the place where the delivery shall be perfected based on the applied Incoterms.

It is furtherly specified that, in case of delay in delivery, caused by default of the customer which exceeds 10 weeks, M+H shall be entitled to resolve the contract with immediate effect, without any notice and without any affection to the right of requesting to the customer the payment of the the lump-sum compensation, as explained above, or additional damages. When M+H exercises the faculty to resolve the contract under this clause, it will have the option to immediately resell the goods to other customers without it being any breach of the terminated contract.

- 5.6. The occurrence of a default in delivery in case of a Confirmed delivery date is determined in accordance with the respective applicable law. In any case, however, a reminder from the customer is required.
  - 5.7. Unless expressly stated otherwise, each delivery will be made FCA pursuant to INCOTERMS 2020 as published by the International Chamber of Commerce (ICC).
  - 5.8. The obligation of M+H to provide data relevant to foreign trade is limited to non-preferential origin as defined in Article 59 et seqq. of Regulation (EU) No 952/2013 of the European Union's Customs Code and the subheading of the combined nomenclature, both of which are indicated in our invoices. M+H does not issue declarations of preferential origin (supplier declarations/movement certificates/declarations of origin on invoices).
- 6. Prices, payment and taxes**
- 6.1. The currency and prices of sale correspond to the information in the respective quote, plus any statutory value added tax. Transport and packaging costs, insurances, statutory taxes, customs duties, or other fees are not included unless indicated otherwise in the quote.
  - 6.2. M+H reserves the right to invoice the costs for the construction (including, e.g., drawings) of samples and trial parts as well as for tools required for their production. Unless stipulated otherwise, payment shall be due upon acceptance of the first sample, the first trial component, or the first tool. Unless stipulated otherwise, the costs for procurement and production of the tools required for series production shall be charged. Unless stipulated otherwise, M+H shall retain ownership of all tools produced or procured by M+H, even if the customer bears all or part of the procurement or production costs.
  - 6.3. In the event of unforeseen changes in costs over which M+H has no control, e.g., the costs for raw materials, salaries, energy, transport, or other costs, M+H shall be entitled to adjust the prices accordingly (price reduction or increase). This shall be communicated to the customer in good time and, upon request, explained in a suitable manner.
  - 6.4. In the case of partial deliveries, each delivery may be invoiced separately. If no specific prices have been stipulated in the contract, the valid M+H prices as of the respective delivery date will apply. In case prices have been fixed in the Order confirmation and at the time of the delivery, the currency exchange rate has changed more +/- 5 % compared to EURO, M+H is entitled to amend the prices accordingly.
  - 6.5. Terms of payment are as indicated in the quote and Order Confirmation. Unless expressly stipulated to the contrary, the purchase price for the Products shall be due within 14 days from the invoice date and payable into the bank account of M+H without any discounts. Any discount must be expressly stipulated in writing.
  - 6.6. Upon expiry of the payment period set out in clause 6.5, the customer will be in default without the need for a separate reminder. If the customer is in default of payment, M+H may charge interest for the duration of the default at a rate of 9 percentage points above the applicable base rate. The right of M+H to assert additional damages or other costs shall not be affected.
  - 6.7. Moreover, in the event of a default in payment by the customer, M+H will be entitled to either call in any outstanding part payments of the purchase price or other claims against the customer due and payable and to offset against the customer's counter-claims. M+H shall furthermore be entitled to demand security from the customer for future deliveries under this or other contracts, advance payment prior to delivery, or delivery against payment.
  - 6.8. The customer may offset or retain payments only if its counter-claim is undisputed or has been finally determined by a court.

- 6.9. Upon request, the customer will provide M+H with all supporting documents required for tax purposes by the applicable statutory provisions. In case of non-compliance, upon receipt of an adjusted invoice, the customer shall cover all value added tax claims and interest imposed on M+H by the tax authorities. The customer must inform M+H without undue delay if its VAT identification number is invalid or if changes were made to it.
- 6.10. If the purchase price for VAT purposes is paid by way of credit memo, the customer bears the sole responsibility for compliance with the value added tax provisions on invoices. M+H shall not be liable for any damage resulting from the credit memo procedure, e.g., refunds of input tax and payment of interest by the customer to the competent tax authorities.
- 6.11. A major deterioration in the customer's financial situation or a dismissal of a justified petition for the opening of insolvency proceedings or similar proceedings against the customer's assets for lack of funds shall entitle M+H to suspend deliveries immediately and to refuse the performance of the contracts, unless the customer pays the relevant consideration or, at the request of M+H, offers corresponding securities or advance payments. The customer is obligated to notify M+H without undue delay of the circumstances specified in sentence 1 and to disclose the financial status as well as its creditworthiness. M+H shall furthermore be entitled to withdraw from the contract in whole or in part.

**7. Reservation of ownership**

- 7.1. M+H reserves ownership of any and all delivered Products until all claims of M+H against the customer under the respective order have been met, including conditional and ancillary claims. All of the above provisions also apply to future claims.
- 7.2. The customer is entitled to resell the Products which are under reservation of ownership in the regular course of business after having informed M+H accordingly. However, the customer hereby assigns to M+H all claims in the amount of the purchase price stipulated by and between M+H and the customer (including VAT), which the customer acquires from the resale to third parties, irrespective of whether the Products are resold without or after processing. M+H accepts this assignment. After the assignment, the customer is authorized to collect these claims. The authority of M+H to collect the claims itself shall not be affected. M+H undertakes not to collect the claims while the customer duly meets its payment obligations and is not in default in payment. If such a case occurs, however, M+H may demand the customer to disclose the assigned claims and their debtors, to furnish all information required for collection, to surrender the related documents and to notify the debtors (third parties) of the assignment. Moreover, M+H reserves the right to revoke the consent to resale for good cause (e.g., in case of default in payment by the customer).
- 7.3. The reservation of ownership also extends to products created by processing, commingling, or combining the Products at their full value, with M+H deemed the manufacturer in such case. If third-party property rights survive the processing, commingling, or combination with products of such third parties, M+H shall acquire co-ownership in the ratio of the value of the delivered Products relative to the other processed objects at the time of such processing, commingling, or combining. Moreover, the provisions applicable to the delivery of reserved goods also apply to the resulting product.
- 7.4. The customer shall keep the items (co-) owned by M+H with the diligence of a prudent businessman free of charge for M+H and insure them against fire, burglary, and other usual risks. Upon request, the customer shall furnish M+H with adequate proof of the above insurance policy/policies.
- 7.5. In the event of a material breach of contractual obligations (e.g. in case of default in payment) by the customer, M+H may demand that the Products be returned without undue delay, giving adequate consideration to the customer's legitimate interest. The customer hereby agrees in advance to return the Products in such cases. The return of the Products shall be considered a rescission of the contract only if this is expressly indicated by M+H. All costs arising from the return of the Products (in particular, the transport costs) shall be borne by the customer. Unless M+H expressly rescinds the contract, the customer may demand delivery of the Products only once the purchase price and all costs have been paid in full.
- 7.6. The customer must not pledge or assign as security any delivered reserved Products or any Products processed or manufactured on behalf of M+H. The customer must inform M+H without undue delay of any pledge or other impairment of the property rights of M+H by third parties and confirm the property right of M+H to the respective Product both to M+H and also to third parties in writing. The customer shall bear all resulting costs for legal measures.
- 7.7. In the event that the reservation of ownership under clause 7.1 must be publicly registered or if some other form of cooperation on the part of the customer is required for it to be effective, the customer hereby irrevocably consents to such registration and acknowledges and agrees to take all required steps at its own expense.

**8. Defects**

- 8.1. For defects of Products delivered by M+H, M+H shall only be liable in accordance with the following provisions.
- 8.2. The customer must inspect the Products without undue delay upon receipt and notify M+H within 10 days about any obvious defects. If a hidden defect is subsequently detected in the regular course of business, the customer must inform M+H of such defect without undue delay upon its detection. The customer shall describe the defects in detail when notifying M+H. If the customer fails to duly perform an inspection and/or to report the defects, any liability on the part of M+H for a defect not notified in good time or not duly notified shall be excluded.
- 8.3. The liability for defects is primarily based on the agreement made on the quality and specifications of the Products (see clause 3).
- 8.4. The customer gives M+H permission to start inspection of allegedly defective products within 10 days after notification of the defect. The customer must make the Products available to M+H upon the request and at the expense of M+H and provide M+H with a reasonable inspection period. Upon conclusion of the inspection M+H may draft a report and, when it is certified that the Products are not defective or the customer knew or negligently did not know that there was no actual defect, M+H may demand that the customer reimburses M+H for the costs incurred (in particular, inspection and transport costs).
- 8.5. If the Product is defective, the customer may demand subsequent performance (defect rectification or replacement). In such case, M+H may at its own discretion decide to rectify the defect or to make a replacement delivery. The right of M+H to refuse subsequent performance under applicable law shall not be affected. In case of a replacement delivery, the customer shall be obligated to return the defective Products upon request. Subsequent performance does not include the dismantling, removal, or disassembly of the defective item, nor the installation, mounting, or assembly of a defect-free item, if M+H was not originally required to perform these services; in the event of a subsequent performance, however, M+H shall be required to bear all expenses necessary for the purpose of the subsequent performance, in particular transport, travel, labor, and material costs (but see clause 8.9).
- 8.6. In the event of a defect, the customer shall have a right of retention only if this is reasonably proportionate to the respective defect and to the expected costs of subsequent performance and if the customer's counter-claim is based on the same contractual relationship. In all other respects, M+H shall be entitled to make the subsequent performance owed dependent on the customer paying the purchase price that is due.
- 8.7. The customer may rescind the contract or reduce the purchase price if the defect has not been removed even after two subsequent performance attempts, if subsequent performance is associated with disproportionate costs, is unreasonable, or must be deemed failed for other reasons. Rescission is excluded, however, if the breach of duty by M+H is only minor.
- 8.8. Claims for defects cannot be asserted in case of only minor deviations (small, insignificant issues that don't affect the function, form or value of the item) from the stipulated quality or a minor impairment of the fitness for use or if the defect is due to a violation of the operating, maintenance, or installation instructions or due to unsuitable or improper use, processing, excessive use, or storage. This also applies in case of incorrect or negligent handling or assembly, natural wear and tear, or any interference with the Products by the customer or a third party or use contrary to the specifications defined by M+H.
- 8.9. The customer cannot assert costs in the context of subsequent performance, reversal, or claims processing, in particular, installation and removal costs, testing, validation, transport, travel, labor, and material costs: (a) insofar as such costs have been incurred because after the transfer of risk, the delivered Products have been moved to a location other than the stipulated place of use of Products, or (b) when the costs were incurred, i.e., usually upon delivery, and in any event at the time of installation, processing, or modification of the goods, at the latest, the customer knew of or could have detected the defect. However, this shall not apply if such a movement is in line with the normal use of the Products and if M+H is aware of this.
- 8.10. Claims based on material defects or defects of title relating to the delivered Products, including claims for damages in connection with a defect, shall become time-barred within one (1) year from delivery of the Products, unless a purchase of consumer goods takes place at the end of the supply chain or the products are used for a building. Under the extent permitted under applicable law, if the Products are subsequently purchased from a consumer, it is expressly agreed that the customer – as reseller of the Products – waives its right of recourse against M+H for any defects discovered by the consumer outside the above-mentioned guarantee period. The start of the limitation period shall not be delayed because the customer fails to accept the goods in breach of duty or ultimately refuses to do so. The limitation period of one year shall not apply to the unlimited liability of M+H for damages resulting from the breach of a guarantee ("*Garantie*") or from an injury to life, body, or health, for intent or gross negligence, and for product defects or insofar as M+H had assumed a procurement risk. A mere statement by M+H regarding a claim for defects asserted by the customer cannot be

considered an entry into negotiations regarding such claim or the circumstances giving rise to such claim and has no suspensive effect in this regard. In the event of subsequent performance, the limitation period will not begin to run again.

- 8.11. Damages and reimbursement of costs may only be asserted pursuant to clause 8.
- 8.12. The customer cannot assert the above claims for Products that M+H, upon mutual agreement, does not deliver as new Products.
- 8.13. Any claims under supplier's recourse are excluded if the defective goods have been further processed by the customer or by another entrepreneur, e.g., by incorporating them into another product.

**9. Liability**

- 9.1. For any damage, in particular due to a breach of the duty of care upon conclusion of the contract, a breach of duty, or an unlawful act, M+H shall only be liable in case of willful intent or gross negligence.
- 9.2. For any damage due to culpable injury to life, limb, or health or due to a breach of material contractual obligations, M+H shall also be liable in case of slight negligence. Contractual obligations are deemed "material" if meeting them is a prerequisite for the due performance of the Agreement and if the customer usually does and indeed may rely on them being met. In the event of a breach of a material contractual obligation, the liability of M+H shall be limited to the damages that are typical to such a contract and that are reasonably foreseeable at the time the contract was concluded. This shall also apply to breaches of duty by employees or vicarious agents.
- 9.3. The customer shall have right of recourse against M+H only if the customer has not concluded agreements with its own customers that go beyond the statutory mandatory warranty claims and liability provisions. Unless stipulated otherwise in writing, and 9 shall apply accordingly to any redress claims asserted by the customer. The liability of M+H shall be excluded if the customer has effectively limited the liability towards its own customers. The customer shall use its best efforts in this regard to stipulate limitations of liability to the extent permitted by law, including for the benefit of M+H.
- 9.4. Any further liability for indirect damage, consequential damage, or other intangible damage related to this contract is excluded. In particular, M+H shall not be liable for lost profit, futile expenses, interruption of operations, or loss of production.

**10. Product liability**

- 10.1. The customer may not modify the Products, in particular not modify or remove existing warnings about dangers in the event of an improper use of the products. In the event this obligation is not met, the customer shall indemnify M+H internally against product liability claims brought by third parties unless the customer is not responsible for the modification of the products.
- 10.2. In the event of a possible recall of Products, the parties shall coordinate closely, with the decision about a recall ultimately to be made by M+H unless a recall is ordered by the public authorities. In such a case, the customer shall not issue a press release or make any other public announcement or communication to authorities in relation to a recall without the prior consent of M+H. If M+H is compelled to issue a product recall or warning due to a product defect in the Products, the customer shall assist with the measures that M+H deems necessary and expedient to the best of its ability and shall support M+H in this regard, in particular with regard to the determination of the necessary customer data. The customer shall be obligated to bear the costs of the product recall or warning unless the customer is not responsible for the product defect in accordance with product liability law principles. Any further claims M+H may have shall remain unaffected.
- 10.3. The customer shall inform M+H without delay of any risks relating to the use of the products that the customer becomes aware of as well as possible product defects or complaints received by the customer that may potentially lead to a recall.

**11. Confidentiality**

- 11.1. The customer must keep all technical and commercial knowledge, trade secrets, and other information it has obtained from M+H in connection with the business relationship ("*Confidential Information*") strictly confidential from third parties at all times, including after the termination of the business relationship, unless the customer is able to demonstrate that the Confidential Information (i) is already known to the customer or is in the public domain at the time of disclosure or that it subsequently becomes publicly known without any fault on the part of the customer, (ii) that it was subsequently fully developed by the customer, independently of the Confidential Information, or (iii) that the customer became aware of it through a third party without breach of any confidentiality obligation. The customer undertakes to protect the obtained Confidential Information in the same way as it protects its own confidential information as a prudent businessman in its own affairs.
- 11.2. M+H shall remain the sole owner of all documents, in particular of drawings containing Confidential Information that are disclosed in the course of the business relationship. Such documents must be returned

to M+H upon its request and, in any event, at the end of the business relationship at the latest. The customer has no right of retention in respect of Confidential Information, documents, or materials containing Confidential Information.

11.3. The disclosure of Confidential Information does not establish any industrial property rights, rights to know-how, or copyrights on the part of the customer and does not constitute a prior publication or right of prior use pursuant to the applicable patent, design, and utility model laws. Any kind of licensing is subject to a written agreement.

## 12. Data protection

12.1. The contracting parties may provide each other with personal data in the course of the contractual relationship. Such data shall be processed and transmitted in accordance with the applicable data protection laws. In particular, each contracting party shall require its own employees to maintain the confidentiality of data pursuant to the applicable data protection laws if such employees have access to personal data. Each contracting party is a controller in respect of personal data processing.

12.2. Further information on the processing of personal data by M+H is available in our information on data processing for customers, suppliers, and other business partners ([www.mann-hummel.com/dataprocessing](http://www.mann-hummel.com/dataprocessing)).

## 13. Place of performance and jurisdiction, miscellaneous

13.1. The contract or subsequent amendments to the contract as well as other declarations of intent must be in writing to be effective. The written form shall be complied with by electronic form (at least simple electronic signature of providers such as DocuSign), unless the law or the contract stipulate a stricter form requirement. The formal requirement is also met by signing a scanned PDF version and sending it by e-mail or by sending a PDF document with a facsimile. A waiver of this formal requirement requires the same form. Verbal agreements are not permitted and shall not be made.

13.2. Should any provision of these GTC or a future supplement be wholly or partially invalid or unenforceable or subsequently lose its legal validity or enforceability, this shall not affect the legal validity of the remaining provisions. The same shall apply if it were found that the GTC contain a loophole. In place of the invalid or unenforceable provisions or in order to close the loophole, an appropriate provision shall apply which, as far as legally possible, comes as close as possible to what the parties intended, or would have intended in accordance with the meaning and purpose of the GTC, if they had considered the point when concluding this contract or when subsequently including the provision.

13.3. Unless the parties have agreed otherwise, for all claims arising under the business relationship between M+H and the customer, in particular with regard to deliveries of Products, the place from which the delivery originates shall be deemed the place of performance.

13.4. The customer may assign its claims under the contractual relationship only with the prior written consent of M+H.

13.5. Unless stipulated otherwise, the local laws of the supplying party shall be deemed the relevant applicable law. Application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods is excluded.

13.6. The exclusive place of jurisdiction for all disputes arising from the business relationship between M+H and the customer shall be the registered office of the supplying MANN+HUMMEL company. However, M+H also has the right to assert claims against the customer at its registered office.

accepts the present General Terms and Conditions of Sale and Delivery.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Signatures, company stamp

MANN+HUMMEL Water & Fluid Solutions SpA  
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61032 Fano (PU) | Italy  
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[info@mann-hummel.com](mailto:info@mann-hummel.com)

These General Terms and Conditions of Sale and Delivery form the basis for the sales and delivery of Products sold by the Business Unit Life, Science & Environment / Water & Fluid Solutions of MANN+HUMMEL (MANN+HUMMEL Water & Fluid Solutions SpA) to the customer and apply with immediate effect to all deliveries. The customer expressly

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The customer expressly accepts, for the purposes of Articles 1341 and 1342 of the Civil Code, Clauses 1 (Scope, definitions), 5 (Delivery), 6 (Prices, payment and taxes), 7 (Reservation of ownership), 8 (Defects), 9 (Liability), 10 (Product liability), 13 (Place of performance and jurisdiction, miscellaneous).

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Place, Date

\_\_\_\_\_  
Signatures, company stamp