

**LEGAL EFFECT:** The general terms and conditions of sale appearing below govern the sale of goods and/or services sold or supplied by Pentair (Pentair Water Belgium BVBA, Pentair Water France SAS or Pentair Water Italy Srl) referred to herein as "Seller" while the purchaser is referred to herein as "Buyer". The parties agree that even if these general terms and conditions do not accompany every product sold by Seller, these general terms and conditions shall govern all sales made by Seller until such time as new terms and conditions are provided by Seller to Buyer. These general terms and conditions together with the confirmed purchase order shall constitute the entire agreement (the Order), and all other terms and conditions of any origin are excluded. Unless otherwise advised by the Buyer within three days after Seller's acknowledgment of an Order, Seller will proceed with processing of such Order with the understanding that the Buyer is in full agreement with all provisions stated herein. Additional or different terms of Buyer's purchase order or other form of acceptance or any other form of Buyer are rejected in advance and shall not become a part of the Order. Seller's quotation (the Quotation) is an offer to sell under the terms and conditions stated herein. Seller's rights and remedies under this Quotation and the Order are in addition to, not in substitution of, all other rights and remedies available to Seller under any applicable provision of law, regulation or court decision. Seller may suspend its performance of the Order if Buyer defaults in the performance of its duties under the Order or under any other agreement between the Buyer and Seller. No agent, dealer, or distributor of Seller has any authority to change or enlarge the terms of the Quotation or the Order. No change shall be valid unless it is in writing and signed by an authorized representative of Seller.

**SCOPE OF SUPPLY:** As a goods supplier, Seller will provide goods per (1) Seller's Quotation only, or (2) where approved in writing by an engineer-employee of Seller, per the technical portion of the specifications as submitted, clarified and approved by Seller. Any terms and conditions other than those stated herein are excluded. Buyer is fully responsible for (including payment of the cost of) installation of all goods sold under this order.

**ASSIGNMENT:** Buyer shall not assign or transfer its interests in any part of the Order without the express written consent of Seller.

**CANCELLATION:** Once confirmed Buyer cannot cancel or alter the Order without the Seller's written consent. If Seller grants such consent, Buyer will reimburse Seller for all of Seller's losses and expenses caused by such cancellation or alteration, including without limitation all of Seller's additional costs caused by changes in design or specifications, or by product revisions, and all consequential damages incurred by Seller as a result of such cancellation or alteration. If Buyer cancels the Order, Buyer shall pay Seller (i) a minimum cancellation charge of 25 percent of the purchase price; and (ii) any damages and expenses described in this paragraph that exceed 25 percent of the purchase price.

**PRICES:** Unless otherwise mutually agreed in writing, prices quoted by the Seller shall be firm for a period of 60 days after Quotation, or, after receipt of an acceptable purchase order from the Buyer, for the duration of the Order, not to exceed one year after the Seller's receipt of the purchase order.

**TERMS OF PAYMENT:** Unless otherwise mutually agreed, the terms of payment shall be 100% net 30 days after shipment, paid in accordance with Seller's invoices, contingent on approval by the Seller's Credit Manager. These terms apply to partial and complete shipments. Buyer agrees to make full payment under these terms without setoff of any kind. Monies held beyond these terms may be subject to interest at the maximum legal rate, and may result in lien proceedings or the termination of warranties and suspension of services. If, in Seller's judgment, Buyer's financial condition at the time the goods are ready for shipment does not warrant the extension of credit to Buyer, Seller may require full payment, in cash or via letter of credit, prior to making shipment. If Seller does not receive full cash payment within fifteen (15) days after it notifies Buyer that such payment is required and that the goods is ready for shipment, Seller may cancel the Order as to any unshipped item. In that event, Buyer will pay Seller the cancellation charges, damages and expenses, as described under CANCELLATION. Buyer will pay all costs and expenses, including reasonable attorney fees, incurred by Seller in collecting any amounts due, including interest, if any proceeding is initiated by or against Buyer under any bankruptcy, insolvency, and/or collection activities. All goods that have not been fully paid remain entirely Seller's property.

**TAXES:** Seller's quoted prices do not include any present and future sales, use, occupation, license, excise, and other taxes, permits, tariffs, duties, or fees with respect to the sale, delivery or use of the goods. Any applicable taxes or fees will be charged at rates in effect at time of shipment. Seller is required by law to collect all applicable sales and use taxes unless an appropriate exemption certificate is provided by the Buyer. Seller's quoted prices include all taxes and permits applicable throughout the manufacturing process.

**SHIPMENT:** Except as otherwise mutually agreed, shipment will be EXW (Incoterms 2010) including packaging, Seller's point of shipment. Buyer will pay all transportation charges. Seller's quoted prices are based on shipment immediately upon readiness, with no delays or storage. Work which has been suspended or stored for the Buyer's convenience may be billed in place, and applicable storage charges shall accrue. If

Buyer does not furnish exact shipping instructions, Seller will select, in its discretion, the means of shipment. Seller will not be liable for any loss resulting from such selection. The time of delivery is an estimate only, and Seller may change such time if Seller does not receive the information and approvals necessary to proceed with the manufacture of the goods. Buyer agrees to inspect all deliveries immediately. Any claim for shortages or damage must be made in writing within five (5) days after Buyer receives a shipment, and if not made, shall be deemed waived. Any other claim by Buyer, other than claims under the WARRANTY stated below, shall be made within thirty (30) days after Buyer receives shipment, and if not made shall be deemed waived. Seller is not responsible for loss or damage in transit after having received an "In Good Order" receipt from the carrier. Buyer will make all claims for loss or damage in transit against the carrier.

**SHIPMENT UPON READINESS:** Seller's quoted prices are based on shipment immediately upon readiness, with no delays or storage. Work that has been suspended or stored for the Buyer's convenience shall be billed in place, and applicable storage charges shall accrue. Promise date, shipment date or completion of manufacture date of the goods may be changed only with Seller's written consent. If shipment is delayed at Buyer's request, Buyer will make any payments due under the Order as if the goods have been shipped on the date when it was ready for shipment. If completion of manufacture is delayed at Buyer's request, Seller may require payment according to percentage of completion. Buyer shall have the risk of loss with respect to goods held for Buyer, and Seller may charge Buyer for storage.

**INSURANCE:** Risk of and responsibility for damage or loss to the goods shall transfer to Buyer in accordance with the applicable Incoterm. Buyer agrees to provide and maintain adequate insurance for the goods supplied under the Order to fully protect Seller's interest during the time between delivery and final payment. Loss or damage by fire or other causes during such period shall not relieve Buyer from its obligations under the Order.

Upon request, Seller will provide Buyer with its standard Certificate of Insurance of its general liability insurance. Seller cannot name others as additional insureds.

**TITLE AND LIEN RIGHTS:** All goods that have not been fully paid remain entirely Seller's property. If Buyer defaults in its obligations under the Order before the price (including any notes given theretofore) of the goods has been fully paid in cash, Seller may take any and all actions permitted by law to protect its interests including, where permissible, repossession of such goods. Seller agrees to indemnify Buyer from liens filed by Seller's workforce or subcontractor vendors. Seller's statements of conditional, partial or complete lien waivers, consistent with payments received, will be furnished on request. The furnishing of such waivers shall not be a condition precedent to payment. Buyer agrees to cooperate fully with Seller in the filing of any financial statements or other documents necessary to perfect such interests and liens.

**INTELLECTUAL PROPERTY INFRINGEMENT:** Seller will defend Buyer and the user of the goods to the extent of any rightful claim that any goods and parts of Seller's manufacture furnished under the Order infringe upon any intellectual property rights, and Seller will pay all direct damages and costs awarded by a court of competent jurisdiction with respect to such claim. The Buyer or user must promptly notify Seller of any such claim, and cooperate fully with Seller in the defense of such claim, or Seller will have no duty under this paragraph. Buyer will defend and indemnify Seller against intellectual property infringement claims relating to goods and parts that are not manufactured by Seller to the same extent as Seller agrees to defend and indemnify Buyer with respect to intellectual property infringement claims relating to goods and parts of Seller's manufacture.

**DESIGN RIGHTS:** Seller sells and transfers ownership of the agreed goods and services only; not the design rights, development data, patents, tooling, patterns, methods or copyrights. All such rights in data are expressly reserved. In lieu of such rights, Seller will provide use of such form, fit and function information as is necessary for the Buyer's approval, installation, fit-up and operation of the goods.

**WARRANTY:** Seller warrants goods (and its component parts) of its own manufacture against defects in materials and workmanship under normal use and service for one (1) year from the date of installation or start-up, or for eighteen (18) months after the date of shipment, whichever occurs first. Seller does not warrant accessories or components that are not manufactured by Seller; however, to the extent possible, Seller will assign to Buyer its rights under the original manufacturer's warranty, without recourse to Seller. Buyer must give Seller notice in writing of any alleged defect covered by this warranty (together with all identifying details, including the serial number, the type of goods, and the date of purchase) within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than 30 days after the expiration of the warranty period shall be valid. Guarantees of performance and warranties are based on the use of original equipment manufactured (OEM) replacement parts. Seller assumes no responsibility or liability if alterations, non-authorized design modifications and/or non-OEM replacement parts are incorporated. If requested by Seller, any goods (or its component parts) must be promptly returned to Seller prior to any attempted repair, or sent to an authorized service station designated by Seller, and Buyer shall prepay all shipping expenses. Seller shall not be liable for

any loss or damage to goods in transit, nor will any warranty claim be valid unless the returned goods are received intact and undamaged as a result of shipment. Repaired or replaced material returned to customer will be shipped FCA, Seller's factory. Seller will not give Buyer credit for parts or goods returned to Seller, and will not accept delivery of any such parts or goods, unless Buyer has obtained Seller's approval in writing. The warranty extends to repaired or replaced parts of Seller's manufacture for ninety (90) days or for the remainder of the original warranty period applicable to the goods or parts being repaired or replaced, whichever is greater. This warranty applies to the repaired or replaced part and is not extended to the product or any other component of the product being repaired. Repair parts of its own manufacture sold after the original warranty period are warranted for a period of one (1) year from shipment against defects in materials and workmanship under normal use and service. This warranty applies to the replacement part only and is not extended to the product or any other component of the product being repaired. Seller may substitute new goods or improve part(s) of any goods judged defective without further liability. All repairs or services performed by Seller, which are not covered by this warranty, will be charged in accordance with Seller's standard prices then in effect.

**THIS WARRANTY IS THE SOLE WARRANTY OF SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Seller's sole obligation under this warranty shall be, at its option, to repair or replace any goods (or its component parts) which has a defect covered by this warranty, or to refund the purchase price of such goods or part. Under the terms of this warranty, Seller shall not be liable for (a) consequential, incidental, collateral, special or liquidated losses or damages; (b) goods conditions caused by normal wear and tear, abnormal conditions of use, accident, neglect, or misuse of said goods; (c) the expense of, and loss or damage caused by, repairs or alterations made by anyone other than the Seller; (d) damage caused by abrasive materials, chemicals, scale deposits, corrosion, lightning, improper voltage, mishandling, or other similar conditions; (e) any loss, damage, or expense relating to or resulting from installation, removal or reinstallation of goods; (f) any labor costs or charges incurred in repairing or replacing defective goods or parts, including the cost of reinstalling parts that are repaired or replaced by Seller; (g) any expense of shipment of goods or repaired or replacement parts; or (h) any other loss, damage or expense of any nature. The above warranty shall not apply to any goods which may be separately covered by any alternate or special warranties.

**INDEMNIFICATION:** Seller shall defend, indemnify and hold harmless Buyer from and against any and all Liabilities arising out of (1) Seller's negligence, (2) Seller's violation of laws, rules, ordinances or regulations, (3) Seller's misrepresentation, misapplication, wrongful installation or maintenance of the products; or (4) death of or injury to any person, or damage to any property, resulting from, or relating to, Seller products or services; all except to the extent same is alleged to have been caused by the negligence of Buyer, its affiliates or their officers, directors, employees or agents. Buyer shall defend, indemnify and hold harmless Seller from and against any and all Liabilities arising out of Buyer's negligence or violation of applicable laws, rules, ordinances or regulations (including those described below).

**PERFORMANCE:** In the absence of Certified Performance Tests, goods performance is not warranted or guaranteed. Performance curves and other information submitted to Buyer are approximate and no warranty or guarantee shall be deemed to arise as a result of such submittal. All testing shall be done in accordance with Seller's standard policy under Standard Institute procedures.

**LIABILITY LIMITATIONS:** Under no circumstances shall the Seller have any liability under the Order or otherwise for liquidated damages or for collateral, consequential, incidental or special damages or for loss of profits, or for actual losses or for loss of production or progress of construction, regardless of the cause of such damages or losses. In any event, Seller's aggregate total liability under the Order or otherwise shall not exceed the Order value.

**ACTS OF GOD:** Seller shall in no event be liable for delays in delivery of the goods or other failures to perform caused by fires, acts of God, strikes, labor difficulties, acts of governmental or military authorities, delays in transportation or procuring materials, or causes of any kind beyond Seller's control.

**COMPLIANCE WITH LAW:** With respect to the purchase, sale, resale and servicing of these goods, Buyer shall comply with all applicable laws, trade embargos, regulations, orders and other restrictions and - without limiting the generality of the foregoing - do the following.

- (a) Compliance with the various National and Local laws and regulations concerning occupational health and safety and pollution are affected by the use, installation and operation of the goods and other matters over which Seller has no control, Seller assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty or otherwise.

- (b) Buyer shall abide by all applicable laws and regulations in the Territory and shall ensure and procure that it has all licenses, consents, approvals, permissions and authorizations ("Licenses") required to fulfill its duties under this Agreement and that such Licenses remain in full force and effect for the duration of this Agreement (Buyer shall provide copies of all Licenses to Seller on its request).

- (c) Notwithstanding any other provision in the Order or these general terms and conditions to the contrary, Buyer agrees that it will not sell, re-export or transfer any products or technical information or services supplied by Seller to Buyer to IRAN, NORTH KOREA, SYRIA, CUBA and NORTH SUDAN, including any entities or persons in those countries, either directly or indirectly (hereinafter: "Seller's Position"). If the shipment of the products by Seller to Buyer is in breach of the export laws of the EU, the United States, any other applicable jurisdiction, any other international authority or Seller's Position, or if Buyer within 7 days after request of Seller does not provide any information about the ultimate destination and the identity of the end user, Seller has the right to terminate the agreement with immediate effect without Buyer being entitled to any compensation.

- (d) Buyer shall at all times conduct its activities in accordance with all applicable laws, rules, regulations and orders related to anti-bribery or anti-corruption legislation. Accordingly, Buyer agrees to make no offer, payment or gift, will not promise to pay or give, and will not authorize the promise or payment of, any money or anything of value to any government official, any political party or its officials, any candidate for political office, any official or employee of a public international organization or any person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any government official, any political party or its officials, any candidate for political office, or any official or employee of a public international organization for the purpose of influencing any act or decision to assist Buyer or Seller or otherwise obtaining any improper advantage or benefit.

**CONFIDENTIALITY:** The Party shall maintain any Confidential Information in strict confidence and shall not disclose the same to any third party or use Confidential Information except for the performance of the work under the contract and the use by the Buyer (or an affiliate of the Buyer) of the work or goods for tenders, sale, manufacture, erection, commissioning and/or servicing of equipment. Nothing contained herein shall preclude the Buyer from (1) sharing any or all of the Confidential Information with any of its affiliates or (2) disclosing Confidential Information received from the Seller as part of any work or goods to the user or their respective employees, directors, agents and/or advisors, to the extent necessary for the performance of the work and provided that they are similarly bound by undertakings of confidence, restricted use and non-disclosure. Further, nothing contained herein shall prevent disclosure of Confidential Information (a) with a view to complying with the requirements of any applicable law and/or an order of the court or arbitral tribunal or (b) to the extent necessary to resolve a claim or dispute, or to the extent necessary for the Buyer to resolve a claim or dispute with third parties and/or insurance claims, provided always that the Party so required to disclose any such Confidential Information of the other Party timely informs and consults the other Party and takes all reasonable steps to minimise the extent of the Confidential Information disclosed and to make such disclosure in confidence. Except where provided otherwise in the contract, upon expiry or termination of the contract, each Party shall, if so requested in writing by the other Party, immediately return to the other Party or destroy all Confidential Information.

**RELATIONSHIP DATA:** Pentair may process certain personal data in managing its business relationship with [Customer], such as the names and contact details of [Customer] personnel involved in maintaining or managing [Customer's] use of Pentair's products or services. Pentair will handle such personal data in accordance with Pentair's Privacy Notice, which is available at <https://www.pentair.com/en/privacy-notice.html>. [Customer] will provide any necessary notice to and obtain any legally-required consent from its personnel for Pentair's use of their personal data.

**APPLICABLE LAW AND JURISDICTION:** Unless otherwise mutually agreed, the terms of any Order resulting from the Quotation shall be interpreted and enforced according to Swiss law, excluding principles of conflict of laws. The applicability of the United Nations Convention on Contracts for International Sale of Goods is excluded as well. Any disputes which may arise from these general conditions and/or the Agreements shall be submitted solely to the competent courts of Lausanne, Switzerland.

**MISCELLANEOUS:** In the event that any provision of these terms and conditions is deemed to be invalid or unenforceable, the parties agree that such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of these terms and conditions, and the remaining terms and conditions shall continue in full force and effect. The invalid provision shall in that case be deemed to have been replaced by a similar, legally enforceable provision which approximates the purpose and intent of the invalid provision as closely as possible. The headings contained in these conditions are included for mere convenience of reference shall affect their construction or interpretation.



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