

### GENERAL TERMS OF SELLING AND DELIVERY NEWTERRA GMBH

#### I. Introduction

Unless the contracting parties have expressly agreed otherwise in writing, the present General Terms of Selling and Delivery shall apply for all offers, deliveries and performances or other agreements (hereafter collectively referred to as “Agreement”) of newterra GmbH.

1. newterra GmbH delivers and/or performs exclusively on the basis of these General Terms of Selling and Delivery. These general terms and conditions also apply to the initiation of business relations with newterra GmbH. newterra GmbH does not accept any terms and conditions which deviate from these conditions and also from the legal regulations. They will even not be acknowledged, if due to the differences no further objection is made by newterra GmbH.
2. Agreements between newterra GmbH and the Buyer diverging from these general terms and conditions require the written form or a written confirmation in counterparts to be effective. This also applies to a potential waiver of the written form, which likewise requires written form or a written confirmation in counterparts to be effective.
3. Should one or more regulation of this Agreement be or become ineffective or turn out to be impracticable, the validity of the Agreement is not affected. In this case a regulation which comes closest to the commercial purposes pursued with the ineffective regulation shall replace the invalid regulation.
4. These general terms and conditions become part of every individual Agreement of newterra GmbH within the scope of its business. At the latest by acceptance of the goods the Buyer agrees to the General Terms of Selling and Delivery. These general terms and conditions entirely supersede any previously existing general terms and conditions

#### II. Offer/Order confirmation

1. Offers of newterra GmbH shall be subject to change and non-binding.
2. Offers are subject to confirmation, if not expressly mentioned otherwise.
3. Offers become valid, if newterra GmbH has sent a written order confirmation upon receipt of an order.
4. In case of immediate delivery the invoice replaces the order confirmation.
5. Documents, which belong to the offers, as drawings, figures, data on weights, dimensions, performances or alike have only informative character/purposes and shall only be definitive if expressly agreed.
6. Drawings, cost estimates and other documents remain the intellectual property of newterra GmbH. They may not be transferred to third parties. The Buyer shall require our express written approval before passing them on to third parties.

#### III. Prices and Terms of payment

1. The listed prices are valid ex works, without packaging. The goods are packaged at Buyer’s expense (cost price) and the packaging material will not be taken back. newterra GmbH shall reserve the right to change the prices correspondingly if after conclusion of the Agreement considerably cost reductions or cost increases occur, which are not influenced by newterra GmbH, especially due to changes to material or energy costs.
2. Unless otherwise decided by the Buyer, newterra GmbH insures the ordered goods against the usual transport risks. The Buyer shall bear the costs for this transport insurance.

3. If not otherwise agreed and expressly written in the order confirmation, the payments shall be made without any deduction on the account of newterra GmbH,  
50 % by ordering  
50 % after delivery  
All payments are due within 30 days after the date of invoice.
4. newterra GmbH shall be entitled notwithstanding any provisions of the Buyer to the contrary to offset payments initially against its existing debts and shall inform the Buyer of the offset. Should costs and interest already have been incurred, newterra GmbH shall be entitled to offset the payment first against the costs, then the interest and finally against the main payment.
5. The Buyer shall only be entitled to rights of offsetting and retention if its counterclaims have been established as legally binding, are undisputed or recognized by newterra GmbH.

#### IV. Period of Delivery

1. Delivery dates stated by newterra GmbH are non-binding estimates, unless expressly stipulated in writing as contractual deadlines or binding delivery dates.
2. The period of delivery shall begin at the latest of the following dates. Date of the order confirmation, respectively at the date on which Buyer has complied with all technical and commercial preconditions for which Buyer is responsible under the Agreement, the date on which Buyer has delivered all necessary documents to newterra GmbH and the date on which newterra GmbH has received the agreed payments on account.
3. newterra GmbH has caused no delay, if the goods have been delivered to the first carrier or if newterra GmbH has given dispatch notice. newterra GmbH is entitled to render performance in part, unless acceptance of such performance entails disproportionate expenses for the Buyer.
4. newterra GmbH is not liable for delays due to circumstances beyond the control of them, which make it temporarily difficult or impossible for newterra GmbH to render its performance, such as force majeure, unexpected shortage of materials, labor strikes and external interruptions of operations, including when they occur in the case of newterra GmbH's suppliers or their subcontractors. Contractual deadlines and binding delivery dates shall be extended by the respective periods of the interference.
5. If a delivery is delayed on request of the Buyer, beginning 1 month after dispatch advice, storing costs of 0.5% of the total amount according to the invoice will be charged for each month.

#### V. Passage of Risk

At the latest the risk of accidental loss or deterioration passes over to the Buyer at the moment of dispatching the goods to the first carrier. With dispatching the risk of accidental loss or deterioration passes to the Buyer, no matter if a partial delivery is made or further deliveries of newterra GmbH will follow.

#### VI. Reservation of Title

1. newterra GmbH shall reserve title to goods delivered (goods subject to reservation of title) until payment in full of all liabilities arising from the business connection with the Buyer (including any ancillary claims and any expenses incurred in the interest of the Buyer). If Buyer's behavior is contrary to the Agreement, especially at payment in arrears,

newterra GmbH, after demand for payment, may demand back the delivered goods and Buyer is obliged to return the delivered goods. In the event of distraint or taking back the delivered goods by newterra GmbH the Agreement is not automatically dissolved, unless newterra GmbH confirms the dissolution of the Agreement in writing. In case of distraint or other interventions by third parties the Buyer shall inform newterra GmbH in writing immediately.

2. Finishing and processing of the goods subject to reservation of title shall occur for newterra GmbH as manufactures in the meaning of section 950 German Civil Code (BGB) without committing newterra GmbH. Finished and processed goods shall be regarded as goods subject to reservation of title pursuant to para. 1. In the event of finishing and processing, connection and combination of the goods subject to reservation of title by the Buyer with goods of other origin to a new item or to a combination, newterra GmbH shall be entitled to co-title in proportion of the invoice value of the goods subject to reservation at the time of delivery to the value of the other processed or combined goods. The co-title share shall be regarded as goods subject to reservation of title pursuant to para. 1. The Buyer shall protect the co-title property free of charge with the care of a prudent merchant.
3. Should the goods subject to reservation of title be connected to other items and an item belonging to the Buyer is to be regarded as the main item in the meaning of section 947 BGB, it shall already be agreed that a co-title share shall pass to newterra GmbH in proportion of the invoice value of the goods subject to reservation of title to the value of the main item and the Buyer shall preserve the item for newterra GmbH free of charge. The co-title share shall be regarded as goods subject to reservation of title pursuant to para.1.
4. The Buyer may only sell the goods subject to reservation of title in the normal course of business on its normal terms and subject to Agreement of a reservation of title to the extent drawn by newterra GmbH if it has been ensured that its claims from the resale shall pass to newterra GmbH pursuant to following paragraphs.
5. The Buyer hereby already assigns to newterra GmbH the claims from the resale of the goods subject to reservation of title in proportion of the invoice value of the goods subject to reservation of title. The Buyer shall be entitled until revocation to collect claims from resales.
6. The Buyer shall be obligated to handle the goods with care, especially to insure them at replacement value adequately at its own expenses against fire, water, theft and vandalism.
7. The goods delivered may neither be pledged nor assigned by way of security without approval. In the event of attachment or other encroachments by third parties on the goods subject to reservation of title, the Buyer must notify newterra GmbH immediately in writing.

## VII. Warranty/Liability

In general, only the properties resulting from the technical product description shall be accepted as the qualities of the goods. Public statements, promotion or advertising shall not contain any binding description of the agreed qualities of the goods. Warranty and Liability are regulated as follows:

1. Defect claims of the Buyer are subject to its proper compliance with its inspection and notification of defect obligations in accordance with section 377 of the German Commercial Code (HGB). Therefore the Buyer shall inspect any delivered goods and notify newterra GmbH of any defects or deviations thereof immediately (unverzüglich) after delivery. In the absence of such immediate notice, the Buyer shall be deemed to have consented to any deviations of the goods that could have been detected, in particular, without limitation, defects, or delivery of a quantity or a product other than agreed.
2. If a defect in the goods exists, newterra GmbH is entitled at its discretion to subsequent performance in the form of defect rectification or to deliver a new defect-free item. In the case of repair newterra GmbH is obliged to bear all costs, especially transport, labor and material, as far as these costs do not rise because the delivered goods have been transported to a place different from the original place of delivery. If the replacement or repair fails, the Buyer is entitled to withdrawal or reduction. Replaced parts become property of newterra GmbH.

3. newterra GmbH shall be only liable for damages caused by gross negligence and premeditation.
4. Exclusion from liability does not apply to violation of main contractual duties and claims out of the product-liability-law (Produkthaftungsgesetz). The exclusion from liability is also not valid, if there is damage to the Buyer as a result of the lack of a guaranteed attribute or fraudulent concealment of a mistake. In respect to this, the liability of the manufacturer is limited to the typical, foreseeable damage.
5. Arbitrary repairs or inappropriate treatment of the objects of the Agreement lead to loss of warranty, as well as not obeying the directions for installation, operation and maintenance. The transmembrane pressure and the flow through the filters have to be recorded completely. Only to prevent disproportionate damages, the Buyer is entitled to own repairs and to demand suitable compensation of costs.
6. In cases of transport-damages, the terms of the transport insurance companies shall be obeyed, since otherwise no claims can be asserted. In cases of damages, the Buyer may not give a simple receipt of delivery, but must care for an immediate registration of the facts of the case. Registered transport damages have to be submitted to newterra GmbH and to the carrier immediately and in writing.
7. Customer's warranty claims due to defects of membrane products (Filter Housing Compact, Filter Housing Flexible, Filter Housing High Performance and Cassette Filter MCXL, MCXL2 and MCXS) shall become time barred twenty four (24) months as from the date of delivery of those products. All other customer's warranty claims due to defects of products, apart from those linked to membrane products (e.g. Filtrate Outlets), shall become time barred twelve (12) months from the date of delivery of such products. The statutory period of limitation for fraudulent concealment of a defect remain unaffected.

### VIII. Termination of Agreement

1. The Buyer shall have the right to terminate the Agreement, if newterra GmbH has elapsed an appropriate deadline to touch up or to rework a defect for which it is responsible in the sense of the present General Terms of Selling and Delivery.
2. In the event of force majeure, according to section IV of the present General Terms of Selling and Delivery, newterra GmbH is entitled to terminate in part or in whole the Agreement, if the event of force majeure changes considerably the economic importance or the content of the Agreement or influence considerably the operation of newterra GmbH and in case that the execution of the Agreement has turned out to be impossible.

### IX. Governing Law, Place of Jurisdiction

The Agreement and these general terms and conditions shall be subject to the laws of the Federal Republic of Germany. All disputes arising under or in connection with the Agreement and/or with these general terms and conditions shall be submitted exclusively to the courts where newterra GmbH has its place of business. newterra GmbH is also entitled to sue at the Buyer's principal place of business. Place of performance for all deliveries and performances made by newterra GmbH shall be Langgöns-Oberkleen. The application of the UN Convention of International Sale of goods is excluded