

Terms of Delivery

Water-i.d. GmbH, Daimlerstraße 20, D-76344 Eggenstein-Leopoldshafen

Effective as of: April 2, 2026

§ 1 General Provisions

- (1) These Terms of Delivery apply to all contracts for the delivery of movable goods (“Goods”), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers.
- (2) “Customers” include both retailers as well as commercial and private end users.
- (3) Any deviating terms and conditions of the Customer shall not apply.

§ 2 Conclusion of Contract

- (1) Our offers and cost estimates are non-binding. Our product catalogs, samples, price lists, and the like also do not constitute binding offers.
- (2) The Customer’s order for the Goods shall be deemed a binding offer to enter into a contract.
- (3) Unless otherwise specified in the order, we are entitled to accept this offer within three weeks of its receipt by us.
- (4) We declare our acceptance by means of a written order confirmation.
- (5) Any illustrations, drawings, weight and dimensional specifications included in the order confirmation signify only approximate values and are not binding unless they are expressly designated as binding.
- (6) We reserve all rights to cost estimates, drawings, and other documents at all times, in particular ownership rights, copyrights, and all other rights of use, reproduction, or exploitation. The Customer may not make said material available to third parties without our express consent. If no contract is concluded, all documents must be returned to us upon request.

§ 3 Delivery and Transfer of Risk

- (1) The estimated delivery date is specified in the order confirmation and is subject to our being supplied in time.
- (2) The method of delivery and the transfer of risk are governed by the agreed Incoterms.
- (3) If shipping is agreed upon, we are entitled to determine the method of shipment ourselves (in particular the carrier, shipping route, and packaging). Additional costs e.g., for express shipping and other special shipping requests shall be borne by the Customer.
- (4) If delivery ex works has been agreed, the Customer must pick up the Goods within two weeks during usual business hours. After this period has expired, we reserve the right to charge the Customer for any storage costs incurred, with a minimum of 0.5% of the net invoice amount for the stored Goods per week.
- (5) We shall not be liable if delivery of the Goods is delayed due to circumstances for which the Customer is responsible. Any additional expenses incurred by us shall be reimbursed by the Customer. Storage subject to a fee pursuant to para. 4, s. 2, shall also apply if the Customer is in default of acceptance with respect to Goods shipped to him in accordance with the order.

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Bankverbindungen / Bank accounts

EUR: Sparkasse Karlsruhe **IBAN:** DE 49 6605 0101 0022607659
EUR: Volksbank Karlsruhe **IBAN:** DE 81 6619 0000 0010 327210
USD only: Sparkasse Karlsruhe **IBAN:** DE 19 6605 0101 0075101204
GBP only: Sparkasse Karlsruhe **IBAN:** DE 18 6605 0101 0075103259
CNY only: Sparkasse Karlsruhe **IBAN:** DE 49 6605 0101 0075105320

BIC/SWIFT: KARSDE66 **(Konto/account: 226 076 59**
BIC/SWIFT: GENODE61KA1 **(Konto/account: 103 272 10**
BIC/SWIFT: KARSDE66 **(Konto/account: 750 041 27**
BIC/SWIFT: KARSDE66 **(Konto/account: 750 093 08**
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(6) Partial deliveries are permitted provided they are not unreasonable for the Customer.

§ 4 Force Majeure

(1) We are not responsible for delays due to force majeure. We are entitled to postpone the affected delivery date by the duration of the hindrance plus a reasonable start-up period. This applies accordingly as long as one of our suppliers is a victim of force majeure and this affects the delivery we have promised. We will notify the Customer immediately of the beginning and the end of a force majeure event.

(2) Force majeure refers to circumstances beyond our control, such as strikes, epidemics, natural disasters, failures in the energy supply or infrastructure, as well as civil unrest, terrorist attacks, or acts of war.

§ 5 Prices and Terms of Payment

(1) Unless otherwise agreed, our prices are ex works, plus costs for packaging and shipping, as well as applicable value-added tax. The currency applicable is the Euro (€).

(2) We are bound by the prices stated in the order confirmation for three months from the date of confirmation. If delivery of the Goods takes place as agreed after this date or if no price has been set, our list price valid on the delivery date shall apply.

(3) If delivery of the Goods is delayed due to circumstances beyond our control, and if the costs underlying our calculation – in particular for materials, labor, and energy – have increased between the agreed and the actual delivery date, we reserve the right to make a reasonable price adjustment. Before we ship the order, we will notify the Customer of this circumstance in writing, including some background information.

(4) Payment is due within 30 days of the Customer's receipt of the invoice, without any deductions. For deliveries within Germany, we grant a 2% discount for payments made within 10 calendar days.

(5) We provide deliveries outside Europe only against advance payment. The Goods will be shipped upon receipt of payment.

(6) Upon expiration of the payment period (para. 4), the Customer shall be in default. The Customer owes us default interest at an annual rate of nine percentage points above the base rate of the European Central Bank. Further claims for damages remain unaffected.

(7) The Customer is entitled to set-off or retention rights only to the extent that its claim has been legally established or is undisputed.

(8) If, after conclusion of the contract, it becomes apparent that our claim for payment is jeopardized by the Customer's inability to pay, we are entitled to refuse performance and to withdraw from the contract.

§ 6 Retention of Title

(1) We reserve title to the delivered Goods ("Goods subject to retention of title") until the respective purchase price has been paid in full by the Customer. If a current account relationship exists, the retention of title applies to the acknowledged balance in our favor.

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(2) The Customer is obligated to treat the Goods subject to retention of title with due care. In particular, the Customer is obligated to insure them at their own expense against loss and damage at replacement value. The Customer must present the insurance policy and proof of payment of the premiums to us upon request. The Customer hereby assigns to us all claims and rights arising from the insurance relationship. The assignment is subject to the condition subsequent of the Customer's full acquisition of ownership.

(3) Any processing or treatment of the Goods subject to retention of title by the Customer is always carried out on our behalf, but without creating any obligation on our part. In the event of processing or combination with other Goods, we acquire co-ownership of the new Goods in the ratio of the invoice value of the Goods subject to retention of title to the value of the other processed materials at the time of processing. The same applies if the Goods subject to retention of title are mixed with other materials.

(4) The Customer is entitled to resell the Goods subject to retention of title in the ordinary course of business. However, the Customer hereby assigns to us all claims arising from such resale.

(5) The Customer is entitled to collect the claims assigned to us in order to fulfill his payment obligations to us. If the Customer fails to meet its payment obligations, we may revoke the authority to resell and demand that the Customer disclose to us the assigned claims and their debtors, provide all information necessary for collection by us, hand over the relevant documents, and notify its debtors of the assignment.

(6) As long as the retention of title remains in effect, the Customer may pledge the Goods subject to retention of title to a third party or assign them as security only with our written consent. We must be notified immediately of any third-party claims to the Goods subject to retention of title. Costs incurred in defending against such claims shall be borne by the Customer, unless reimbursed by the third party.

(7) If the value of the Goods subject to retention of title exceeds our claims by more than 10%, we shall, at the Customer's request, release Goods of the Customer's choice to the extent of the excess value.

§ 7 Warranty for Defects

(1) We warrant that our Goods possess the agreed-upon quality. They are free from defects that negate or diminish their value or suitability for ordinary use or for the use specified in the contract. The relevant date is the transfer of risk in accordance with the agreed Incoterms (§ 3 para. 2).

(2) The Customer must inspect the Goods immediately upon receipt. We shall be liable for obvious damage or other readily apparent defects in the Goods only if the Customer has the carrier note the reservation of any claims for compensation on the waybill immediately upon receipt of the Goods.

(3) If a defect is discovered during the Customer's incoming Goods inspection, the Customer must notify us of this in writing within five calendar days, providing sufficient details to allow us to assess the defect. If the Customer fails to provide timely notice, the Goods shall be deemed accepted, unless the defect was not apparent during the inspection. If such a defect becomes apparent later, notice must be given within five calendar days of discovery; otherwise, the Goods shall also be deemed accepted in this respect.

(4) We will remedy defects reported in a timely manner without delay by way of subsequent performance. To this end, we will, at our discretion, either remedy the defect or deliver replacement Goods free of defects. The Customer must give us the time and opportunity necessary for subsequent performance and, in particular, must hand over the Goods subject to complaint for inspection purposes. Subsequent performance does not include any installation or

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removal of the goods or the associated costs. If subsequent performance is not possible by the agreed date for reasons attributable to the Customer, the Customer must reimburse us for the costs associated with the unsuccessful attempt at subsequent performance.

(5) In appropriate cases, we may, instead of subsequent performance, provide the Customer with reasonable compensation for the reduction in value of the Goods caused by the defect.

(6) We may demand reimbursement from the Customer for costs incurred as a result of an unjustified request for defect rectification (in particular inspection and transportation costs), unless it was not apparent to the Customer that the Goods were free of defects.

(7) To the extent that the defect was caused by a material supplied by a third party, we are entitled to initially limit our liability to assigning to the Customer the warranty claims for defects to which we are entitled against the supplier of the third-party material. The Customer is entitled to the rights under para. 4 only to the extent that the defect still exists after the supplier has been held liable.

(8) If our instructions for use and maintenance are not followed, or if repairs are performed by uncertified third parties or without using original replacement parts, we shall not be liable to the extent that the defect is attributable thereto.

(9) Any warranty claims shall expire one year after the transfer of risk (para. 1).

(10) For components of the Goods that are subject to natural wear and tear even when used properly (wear parts), including, for example, electrodes containing membranes, the warranty period is six months after delivery of the Goods to the end customer.

§ 8 Rights of Recourse

(1) The Customer is entitled to recourse claims (Sec. 445a of the German Civil Code (BGB)) only if we are responsible for the defect.

(2) If the Customer is held liable by a buyer for subsequent performance, the Customer may only seek recourse against us if the Customer has, for its part, given us the opportunity to provide subsequent performance and if ourselves would not have been entitled to refuse subsequent performance. Only expenses that led to successful subsequent performance are eligible for reimbursement.

(3) If the Customer has taken back the purchased item or the buyer has reduced the purchase price, the Customer is only entitled to recourse claims against us if it could not have prevented the return or reduction by providing subsequent performance itself.

(4) The amount of the Customer's right of recourse is limited to the net purchase price of the Goods in question.

§ 9 Damages

(1) We are liable for damages resulting from a breach of contractual obligations to the extent that we are at fault.

(2) The amount of liability for simple negligence is limited to the damage typically foreseeable to us at the time of the breach of duty; however, per claim limited to a maximum of the net purchase price of the item causing the damage.

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(3) In the event of a delay in delivery, our liability is limited to a flat-rate compensation of 0.5% per completed week; however, it shall in no case exceed 5% of the net purchase price of the item delivered late.

(4) Non-contractual liability remains unaffected.

(5) Liability is excluded

(a) to the extent that the Customer itself is responsible for the damage (§ 254 BGB), in particular because it

- has failed to fulfill obligations to cooperate,
- has not used the Goods in accordance with the contract (e.g., operating errors, improper use of the Goods contrary to the instructions for use),
- has made unauthorized modifications to the Goods,
- has disregarded statutory or contractual provisions regarding mitigation of damages;

(b) for lost profits.

§ 10 Battery Replacement

(1) The Customer in general may replace the batteries contained in our devices itself, provided it follows the operating instructions and safety guidelines included with the respective device. Used batteries must be disposed of properly by the Customer.

(2) In the interest of the Customer's and the device's safety, the Customer is not permitted to replace the battery in the "Primelab 2.0" device. The Customer must send this device to our business address so that we can perform the battery replacement. The Customer bears the cost of the new batteries as well as any transportation or shipping costs.

(3) We assume no liability for damages incurred by the Customer or third parties resulting from a violation of the provisions in para. 1 and 2 or from damaging the device or the batteries during the battery replacement process.

§ 11 Return and Disposal of Old Devices

(1) Our old devices may not be disposed of as ordinary waste but must be treated as electronic waste (see the "crossed-out trash can" symbol). The customer is responsible for deleting any personal data stored on the used device.

(2) We accept the return of our old devices in accordance with para. 3 and 4 to properly dispose of them.

(3) Private customers must drop off old devices at the designated collection points for electrical appliances.

(4) Non-private Customers must send the old devices to our business address. Any transport or shipping costs are borne by the Customer.

§ 12 Data Protection

We comply with the statutory provisions on data protection when processing the Customer's personal information. This also includes technical security measures adapted to the current state of the art (Art. 32 GDPR) and the obligation of employees to maintain data confidentiality (Art. 28 para. 3 lit. b GDPR).

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§ 13 Confidentiality

- (1) The parties shall maintain confidentiality regarding all confidential information that comes to their knowledge in the course of their business relationship, in particular trade or business secrets, and shall neither disclose such information nor exploit it in any other way.
- (2) The obligation of confidentiality does not apply if the information in question must be disclosed pursuant to a court order, an order by a public authority, or a law. The party so obligated shall immediately notify the other party of the disclosure and shall disclose the information in such a way that confidentiality is preserved to the greatest extent possible.

§ 14 Export Ban

- (1) The Customer may not sell, export or re-export, directly or indirectly, to the Russian Federation, Russian-occupied parts of Ukraine or Belarus or for use in the Russian Federation, Russian-occupied parts of Ukraine or in Belarus any goods supplied to it by us that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- (2) The Customer shall use all reasonable efforts to ensure that the purpose of para. 1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of para. 1.
- (4) Any violation of para. 1 through 3 constitutes a material breach of contract, entitling us to take appropriate remedial measures, such as terminating or rescinding existing contracts.
- (5) The Customer must immediately inform us of any issues arising from the application of para. 1 through 3, including any relevant activities by third parties that could frustrate the purpose of para. 1. The Customer must also provide us with information regarding compliance with the obligations under para. 1 through 3 within two weeks of being requested to do so.

§ 15 Final Provisions

- (1) Unless otherwise specified, all communication between the parties must be in writing; email is sufficient.
- (2) German law shall apply.
- (3) The place of performance and exclusive venue is Karlsruhe.
- (4) Should any of the foregoing provisions be or become invalid or should a provision that is otherwise necessary be omitted, this shall not affect the validity of the remaining provisions. In such a case, the parties shall endeavor to reach an amicable agreement.

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