

General terms and conditions of sale

Artikel 1. The applicability of the present general terms and conditions + definitions

- 1.1. The present terms and conditions apply to and form part of all current and future offers, agreements and other acts aimed at producing any legal effects involving Prime Water BVBA (Royal Decree no. 816.961.120), acting under the name Prime water or otherwise, or involving one or several of its managing directors and/or employees, as well as all (legal) consequences thereof.
- 1.2. Derogations from the present general terms and conditions are valid only if and insofar as these derogations have been expressly agreed in writing between the parties. The customer cannot derive any rights for future agreements from any such derogation as has been expressly agreed in writing.
- 1.3. Other general terms and conditions, however they are stated or referred to, do not apply to the legal relationship between the parties and were hereby rejected by Prime water in advance. The applicability of the customer's general terms and conditions is expressly rejected and/or excluded.

Artikel 2. Specimen and samples

- 2.1. Specimen, samples, tests and/or other information (including weight, images, descriptions, etc.) in catalogues, price lists or other publications are intended to give the best possible picture of the nature, form and quality of the products. Derogations, even if they are greater than normal, will not be accepted as grounds for complaints or the institution of legal claims.
- 2.2. Prime water reserves the right to amend product descriptions in respect of the characteristics of the products as previously specified.

Artikel 3. Formation of the agreement(s)

- 3.1. Agreements are formed from the time of the unconditional acceptance of Prime water's offer or quote and provided the offer sets out the material elements of the agreement such as the description of the item and the price and that, at a minimum, the quantity, the quality and the characteristics of the products concerned have been agreed upon.
- 3.2. All Prime water's offers are revocable as long as they have not been accepted, even if they state an offer validity period. Where verbal information is provided, an offer will not be deemed to have been made until after it has been confirmed by Prime water in writing.
- 3.3. Where several customers jointly submit an order to Prime water, they are jointly and severally liable.

Artikel 4. Delivery terms

- 4.1. The delivery period stated by Prime water in the agreement is a guideline. Prime water will do its utmost to deliver the goods within this period and has a best endeavours obligation in this respect. However, no rights may be derived from this term. It is emphatically not an obligation to achieve a result.
- 4.2. In the unlikely event that Prime water is unable to deliver the goods within the agreed term, the contracting party must grant Prime water, in writing, a reasonable term after the agreed term within which it is to as yet fulfil its obligations, before Prime water is considered in default of performance in default, even if the parties have agreed a binding term.

Artikel 5. Delivery

- 5.1. Delivery occurs when the products are made available to the customer at the place agreed between the parties. Unless the parties have expressly agreed otherwise, the customer is to collect the goods (or have them collected) from Prime water.
- 5.2. Prime water is within its rights to deliver by way of partial deliveries.
- 5.3. If the customer fails to collect the goods (or has them collected) within the period set by Prime water, the customer will be considered in default with immediate effect. In that case, Prime water will store the products (or have them stored) at the customer's risk and expense. If so desired, Prime water will take out an insurance policy for the benefit of the customer covering the products concerned, albeit solely if and after the customer has paid the costs associated with this insurance policy (insurance premium, tax, etc.) to Prime water in advance.
- 5.4. Where the customer is in default of collecting the products on time (or having them collected), this does not release the customer from its payment obligation.
- 5.5. The customer is responsible for the removal and disposal of the packaging.

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Artikel 6. Retention of title

- 6.1. All deliveries by Prime water are made subject to retention of title. The title of ownership over the products delivered passes to the customer only when all invoices and outstanding sums payable by the customer arising from the contractual relationship of the parties have been paid in full.
- 6.2. With a view to the retention of title set out in paragraph 1, the customer is not within its rights to process or market the products delivered subject to retention of title until it has fully complied with all its contractual obligations vis-à-vis Prime water.
- 6.3. It is incumbent on the customer to store the products delivered subject to retention of title and to protect them at his own expense and to insure them against theft, getting lost or going missing, damage and destruction, in the broadest possible sense of the word.
- 6.4. The contracting party is not authorised to provide third parties with a security right over the goods subject to retention of title.
- 6.5. The contracting party is to immediately inform Prime water of any seizure(s) or attachment(s) of the goods encumbered by a right of ownership.
- 6.6. Where the customer continues to default on its obligations under the agreement concluded between the parties, even after it has been given a reasonable period for this purpose (and is consequently in default), Prime water will be within its rights to reclaim the products delivered subject to retention of title from the customer or the third party or parties with whom the goods are located at that time, at the customer's expense.
- 6.7. Where Prime water invokes its retention of title and recovers the goods in question or seizes them, this will not be construed as a dissolution of the agreement between the parties, unless so expressly communicated by Prime water.

Artikel 7. Transfer of risk

- 7.1. Unless the parties have expressly agreed otherwise, the risk relating to the goods will transfer to the customer at the time when Prime water has informed its customer that the goods are ready for delivery.
- 7.2. In all other cases, the risk will transfer from Prime water to its customer no later than at the time when the products have actually been turned over by Prime water to its customer.
- 7.3. Where the goods are collected from Prime water's premises (or from a different location) by a carrier from Aqua, the risk transfer at the time when the goods are delivered and/or made available to the carrier, even if the carrier's services have been contracted by Prime water.

Artikel 8. Verification and complaints

- 8.1. The customer is to properly inspect the goods and/or services and check them for defects immediately upon taking receipt thereof.
- 8.2. Remark or protests in respect of the goods delivered, the services performed and/or the invoice amount must be submitted in writing within 10 days after the goods were delivered, the services were performed or the invoice was dispatched.
- 8.3. The customer's right to protest will be forfeited where it fails to submit its protest within the period set out in paragraph 2.
- 8.4. A protest as intended in the second paragraph does not suspend the payment obligation of the customer to Prime water.

Artikel 9. Defects, liability and hold harmless clause

- 9.1. In the unlikely event that an Prime water product should prove to be non-compliant, Prime water will be within its rights to repair or replace the non-compliant product within a reasonable period of time, at its own discretion and choice. In the event of negligible defects, the customer will not be entitled to compensation or to dissolve the contract.
- 9.2. Where the defect in the product is the result of normal use of the product and/or normal wear and tear of the product, Prime water will not be liable in any shape or form.
- 9.3. Prime water declines all and any liability for damage arising from defects that cannot be attributed to Prime water. Such a situation applies in particular if the defects have arisen (1) where the customer failed to use and/or service the product in accordance with Prime water's guidelines and/or instructions, (2) where the customer acted in derogation from the normal use of the product and/or (3) after the customer made changes to the product without Prime water's prior written

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- consent, (4) or after repairs were carried out on the product by or on behalf of the customer, without Prime water's prior written consent.
- 9.4. Prime water declines all and any liability for damage or loss incurred by the customer through the fact that the customer provided Prime water with incorrect or incomplete information and/or documents. The customer will indemnify, defend and hold Prime water harmless for loss or damage sustained by third parties due to the fact that the customer failed to provide Prime water with correct, complete and timely information and/or documents.
 - 9.5. Prime water declines all and any liability for indirect loss, including loss as a result of business interruption over at the customer's or business interruption over at third parties, which is in any way related to or caused by an error in the performance of the work by Prime water, unless malicious intent or wilful recklessness on the part of Prime water is found to exist.
 - 9.6. Prime water is liable vis-à-vis the customer only for loss or damage that is the direct result of an attributable shortcoming in the fulfilment of the order.
 - 9.7. Any liability of Prime water, including vis-à-vis third parties, is limited to the total of the invoice amounts paid by the customer over the six-month period prior to the invoice date of the invoice relating to the product or service that caused the loss or damage. On no account will the total compensation of the loss or damage pursuant to the present article exceed € 25,000.00 per event, whereby a series of related events is regarded as one event, unless the parties - in light of the scope of the order or the risks associated with the order - see reason to derogate from this ceiling amount at the time of entering into the agreement. The customer is under obligation to adopt this exoneration in its contracts with third parties. Insofar as third parties were to hold Prime water liable in this respect, the customer will indemnify, defend and hold Prime water harmless against any loss or damage in this respect.
 - 9.8. All claims from the customer against Prime water will be forfeited where the customer fails to summon Prime water in this respect within 12 months after it could reasonably have been aware that it could possibly have a claim against Prime water.
 - 9.9. Where Prime water is liable for loss or damage at the customer's, Prime water will at all times have the right to rectify or limit the loss or damage. The customer is under obligation to make the utmost efforts to take measures to prevent and/or limit loss or damage.
 - 9.10. Prime water declines all and any liability for loss or damage to or destruction of products and/or documents during transport or during dispatch by post, by fax, by e-mail or otherwise, regardless of whether the transport or dispatch is made to occur by or on behalf of the customer, Prime water and/or third parties. Prime water equally declines all and any liability for loss or damage resulting from the use of electronic means of communication, including - but not limited to - loss or damage resulting from the non-delivery or delayed delivery of electronic communications, the interception or manipulation of electronic communications by third parties or by software/equipment used to transmit, receive or process electronic communications, the transmission of viruses and the non-functioning or improper functioning of the telecommunications network or other means required for electronic communications, except insofar as the loss or damage is the result of malicious intent or gross negligence. The data extracts from the Prime water computer systems provide compelling proof of (the content of) the electronic communications sent by Prime water and the customer until such time as the customer provides proof to the contrary.
 - 9.11. Prime water declines all and any liability for loss or damage caused by third parties engaged by Prime water. All liability arrangements set out in the present general terms and conditions apply in full to third parties who have been engaged by Prime water in the performance of the work or services.
 - 9.12. The customer will indemnify, defend and hold Prime water harmless from all claims put forward by third parties claim through the customer against Prime water seeking compensation for loss or damage sustained, costs incurred, loss of profit and/or other expenditures in any way connected with or arising from the performance of the work or the delivery of services by Prime water.
 - 9.13. All claims and/or rights of Prime water pursuant to the present article are wholly and fully applicable to its (former) partners, (former) directors, (former) employees and other (legal) persons who directly and/or indirectly performed work for and/or on behalf of Prime water and/or who have acted legally in its name.

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Artikel 10. Force majeure

- 10.1. Where Prime water should be unable to fulfil its obligations under the agreement, or be unable to do so properly or on time, as a result of a cause that is not attributable to Prime water, including but not limited to loss as a result of business interruption due to a situation of force majeure, or the situation whereby Prime water itself fails to be supplied on time by one or several of its suppliers, the said obligations will be suspended until Prime water is able to fulfil them in the manner agreed.
- 10.2. In the event the situation referred to in the first paragraph should occur, the customer will be within its rights to terminate the agreement in full or in part with immediate effect in writing, without Prime water being required to pay any kind of compensation. Where the customer dissolves the agreement by invoking the present article, this will not affect the fact that he is and remains under obligation to pay for the goods and/or services already delivered by Prime water and the work remaining to be carried by Prime water.

Artikel 11. Prices

- 11.1. The price of the product is the price expressly specified by Prime water.
- 11.2. All prices stated by Prime water are exclusive of VAT, other government imposed charges and costs charged by third parties engaged/to be engaged, unless otherwise specified in writing.
- 11.3. Prime water is within its rights to bill partial deliveries in the interim.
- 11.4. Due to the nature and background of the products and activities of Prime water, it may happen that Prime water's final price differs from the price stated in the offer or the quote. Where a price increase is the result of trade (e.g. an increase in the cost of materials and/or labour costs) and this is outside of Prime water's sphere of influence, Prime water will be within its rights to pass on this price increase to the customer. Prime water will inform its customer of this as soon as possible, after it has become aware of this itself.
- 11.5. Insofar as the parties do not agree otherwise, all prices stated by Prime water will apply 'ex-Works'.
- 11.6. All prices stated by Prime water are exclusive of packaging, transport, insurance and/or installation costs, unless otherwise agreed in writing.

Artikel 12. Payments

- 12.1. First orders need to be paid in advance. After customers positive credit rating has been established, Prime water may deliver against invoice. Payments to Prime water must be received by Prime water within 14 days after the invoice date unless agreed in writing otherwise.
- 12.2. In the event of liquidation, bankruptcy, legal debt rescheduling or suspension of payment of the customer, the sums payable by the customer become instantly claimable.
- 12.3. Invoices must be paid by bank transfer. Payments in cash, by bill of exchange and/or cheque are not allowed and will not be accepted.
- 12.4. The date of the payment transacted by the customer is the date on which the payment in question is credited to the Prime water's bank account.
- 12.5. If this period is exceeded, by operation of law the customer will be required to pay in sum in interest of 1 percent per calendar month over the full invoice amount, whereby part of a month will be counted as a full month, without any notification being required.
- 12.6. Where the customer fails to pay an invoice within the due period, Prime water will be within its rights to bill the customer for all judicial and extrajudicial debt collection costs incurred after the expiry of the payment period. The extrajudicial debt collection costs are hereby set at a flat rate 15 per cent of the total invoice amount, with a minimum of € 45.00, without prejudice to Prime water's right to claim reimbursement of its actual debt collection expenses.
- 12.7. The customer hereby unconditionally and irrevocably authorises Prime water to offset any claims it has against the customer with any claims the customer has against Prime water.
- 12.8. At all times, Prime water is within its rights to require the customer to immediately put up (supplementary) security in the form to be determined by Prime water, for instance in the form of a (supplementary) advance payment. If the customer fails to provide the required security, Prime water is within its rights, without prejudice to its other rights, to immediately suspend the further performance of the agreement, with all sums payable by the customer to Prime water, for whatever reason, becoming instantly claimable.

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Artikel 13. Suspension

- 13.1. Prime water is authorised to suspend the fulfilment of all its obligations, including the delivery of goods, documents and/or other items to the customer or third parties, until all payable claims against the customer have been settled in full.

Artikel 14. Data protection

- 14.1. Prime water will store and process only those personal data that are necessary for the proper performance of its contractual obligations.
- 14.2. In treating and/or processing personal data, Prime water will strictly observe the laws and regulations in the area of (the protection of) personal data, with particular reference to the Personal Data Protection Act and European Regulation 2016/679. GDPR
- 14.3. Any transfers of personal data to third parties will take place only pursuant to contractual agreements that need to be put in place and subject to the requirement that this third party will treat these data with the same restraint.
- 14.4. At all times, the customer and the persons concerned are within their rights to be informed about the continued existence, content and nature of the data stored.
- 14.5. After all contractual claims have become time-barred, the persons concerned and the customer have the right to demand that of all personal data of the person concerned be deleted.

Artikel 15. Applicable law and disputes

- 15.1. All agreements concluded between the parties are exclusively governed by Belgian law, unless peremptory law requires otherwise. The applicability of the Vienna Sales Convention is hereby expressly declined.
- 15.2. All disputes that arise between the parties, even if only by one of the parties designated as such, will be exclusively heard by the courts of competent jurisdiction in the district of Limburg (Belgium). The Belgian courts have exclusive jurisdiction, except where peremptory law requires otherwise.

Artikel 16. Nullity repair clause

- 16.1. Where any provision in the present general terms and conditions or in the underlying order/agreement should be null and void, voidable, invalid and/or unenforceable in whole or in part, as a result of any statutory requirement, court decision or otherwise, this will have no effect on the validity and/or enforceability of all other provisions of the present general terms and conditions or the underlying order/agreement.
- 16.2. Where a provision in the present general terms and conditions or in the underlying order/agreement should not be valid for a reason as intended in the previous paragraph, but would be valid if it had a more limited scope or purport, then this provision will, first of all, automatically apply with the most far-reaching or extensive limited scope or purport with which or within which it is valid.
- 16.3. Without prejudice to the provisions of paragraph 2, the parties may, if they so wish, enter into consultations in order to agree on a new provision to replace the invalid or voided provisions, whereby the original purpose and purport of the said invalid or voided provision will be pursued as widely as possible.

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