

## I. Definitions

"**Conditions**" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and Pentair, and "**Contract Terms**" has the same meaning.

"**Confidential Information**" means any information that is treated as confidential by either party, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing.

"**Contract**" means the contract for the purchase and sale of the Goods and "**Agreement**" has the same meaning.

"**Goods**" means the goods and/or services which Pentair is to supply in accordance with these Conditions.

"**Parties**" means Pentair and Purchaser.

"**Pentair**" means the party who will sell and supply the Goods to the Purchaser in accordance with these Conditions.

"**Purchaser**" means the party whose order for the Goods is accepted by Pentair in accordance with these Conditions.

## II. General

All business transactions between the Parties are governed by these Contract Terms, unless special written agreements are entered into before order confirmation in individual cases. The terms and conditions of the Purchaser are not binding upon Pentair.

## III. Conclusion of Contract

1. Pentair's offers are limited to those Goods explicitly listed in the offer and strictly exclude any building, assembly or installation work not mentioned, including installation material or site work. Consultation or offers are free of charge and to the best of the Pentair's knowledge, but non-binding. All documentation accompanying offers remains Pentair's property. Documentation may not be copied or disclosed to third parties without Pentair's permission and shall, on request, be returned without delay.

2. No order or variation shall be binding on Pentair unless and until accepted in writing by Pentair, and only then shall it constitute the Contract. No agent or other representative of Pentair has any authority from Pentair to make or vary any agreement on behalf of Pentair, unless subsequently notified by Pentair in writing. Every order or variation accepted by Pentair includes only such Goods as are expressly specified or incorporated in Pentair's written acceptance.

3. Pentair may, from time to time, agree to build products to Purchaser's specifications. In such a case Purchaser shall always be responsible for all expenses incurred by Pentair to comply with Purchaser's specification, such as, but not limited to expenses incurred for tooling (jigs, dies, tools, molds and patterns), expenses related to ordering of raw materials, components or other parts and any other commitments entered into by Purchaser, even during the preparatory phase when no firm Contract is in place. Purchaser shall at all times be obliged to purchase and pay for all customized products that are produced by Pentair. Unless otherwise agreed in writing, any equipment (including, but not limited to jigs, dies, tools, molds and patterns) made for the manufacture of customer specified products shall be, and remain, the sole property of Pentair, notwithstanding that Purchaser may have been charged for all or part of the cost therefore.

4. No price list, quotation, estimate or tender issued by Pentair shall constitute an offer to sell the Goods. Any order placed by the Purchaser in response to such a price list, quotation, estimate or tender shall constitute an offer made to Pentair in accordance with the Contract Terms and shall only be binding on Pentair if it is accepted by Pentair in writing and shall then constitute the Contract. Without limiting the foregoing, Pentair reserves the right at any time before a binding Contract has been entered to alter its price. This right includes the right to alter any published price or price list prices without prior notice.

5. Orders received and accepted by Pentair shall not be subject to cancellation without Pentair's consent, and cancellation of any Contract to which the Purchaser is a party will not constitute sufficient reason for cancellation of any order placed by the Purchaser.

## IV. Delivery and Time for Delivery

1. All delivery times given in written offers or mentioned elsewhere are approximate only and therefore non-binding. The delivery period starts on the day the order is confirmed or when the Purchaser takes cooperative actions which may be required (e.g. payment of an agreed advance payment). The period is interrupted should a payment not be made on time, as agreed, or should the Purchaser not provide outstanding data or specifications needed for the design of the apparatus or plant at the agreed time. The period starts again as soon as Pentair receives the overdue payment or the delayed technical data are transmitted. Non-compliance with the delivery time does not entitle the Purchaser to damages (liquidated or otherwise) or any other form of compensation, nor release the Purchaser from the order.

2. Unforeseen impediments for which Pentair cannot be held responsible irrespective whether they arise in Pentair's own factory or at a sub-supplier, such as: changes in law, force majeure events, mobilization, war or other delays for which Pentair cannot be held responsible, such as production faults, general material

procurement problems, operational faults, transport delays, obtaining export authorizations (if applicable) and similar circumstances preventing on schedule performance at the agreed price, are justified reasons for us to cancel the delivery obligations, fully or in part, or to extend the delivery period by the duration of the obstructions. The Purchaser may withdraw from the Contract should relevant faults lead to a delay in performance of more than 12 months. Other rights of withdrawal shall remain unaffected thereby.

## V. Prices

Unless otherwise stated in these Contract Terms, the Contract price of the Goods is FCA, Pentair's warehouse or factory (Incoterms 2020) and is deemed to exclude VAT and other taxes, which shall be charged at the rate applicable at the date of the invoice.

## VI. Terms of payment

So far as the law permits, where Pentair has not agreed to provide credit to the Purchaser, the Contract price must be paid before dispatch of Goods. Where Pentair has agreed to provide credit, the Contract price must be paid in accordance with the agreed credit terms or otherwise within thirty (30) days of the date of invoice. Interest will be payable on any sums outstanding after the due date, at the rate of 1.5% per month. Pentair will only accept payments from the Purchaser itself and will not accept (and may return) any payments received from any other parties (including affiliates of the Purchaser).

## VII. Retention of title

1. Goods delivered by Pentair remain in Pentair's ownership until all payments due under the Contract have been received.

2. To the extent that ownership of goods is transferred to third parties by incorporation into property and the like, the Purchaser shall cede its claims against such parties to Pentair, as collateral for Pentair's claim, until the latter has been fully settled. With current accounts, the reserved property shall serve as collateral for Pentair's balance claim.

## VIII. Intellectual Property Infringement

Pentair will defend Purchaser to the extent of any rightful claim that any Goods furnished under the Contract infringe upon any intellectual property rights, and Pentair will pay all direct damages and costs awarded by a court of competent jurisdiction with respect to such claim. The Purchaser or user must promptly notify Pentair of any such claim, and cooperate fully with Pentair in the defence of such claim, or Pentair will have no duty under this paragraph.

## IX. Shipment

Unless the Parties otherwise expressly agree in writing, the following provisions apply: Shipment is always at the risk of the Purchaser. Pentair accepts liability for shipment-related damages only in the event that it carried out the delivery itself and if such damage was caused by at least gross negligence on its side. Pentair shall provide reasonable support to the Purchaser in asserting its claims for compensation against the carrier if shipment was handled by a third party. Such claims should initially be against the carrier (railways, post office, freight forwarder). Replacements are provided only on the basis of a new order at currently valid prices. Any deviations in the delivery note or the invoice as well as transport damage should be reported to us in writing immediately, no later than within 3 days of receipt of the Goods.

## X. Confidentiality

Pentair and the Purchaser 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 Contract and proper and lawful use by the Purchaser (or an affiliate of the Purchaser) of the work or Goods for tenders, sale, manufacture, erection, commissioning and/or servicing of equipment. Nothing contained herein shall preclude the Purchaser from: (a) sharing any or all of the Confidential Information with any of its affiliates or (b) disclosing Confidential Information received from Pentair 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 Purchaser 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 minimize the extent of the Confidential Information disclosed and to make such disclosure in confidence.

## XI. Liability

1. Notwithstanding anything to the contrary, Pentair's cumulative liability howsoever arising, including under this Contract (including, without limitation, all the obligations related to the schedule and scope of work and deliveries of Goods, warranties and indemnifications, both express and implied, arising from the Contract), in tort (including negligence) or under statute will not exceed the relevant purchase

price payable to Pentair under the Contract.

2. Notwithstanding any other provision to the contrary, so far as the law permits, Pentair shall not be liable under this Contract, in contract, under any indemnity, tort (including negligence), by statute or otherwise for loss or damage (whether direct or indirect) of profits, revenues, use, production, contracts, corruption or destruction of data or for any indirect, special or consequential loss or damage whatsoever.

## **XII. Compliance with Law**

1. If the Goods are classified as dual use or otherwise controlled items and subject to export; re-export; brokering; technical assistance; transit and/or transfer control: (a) delivery is subject to Pentair obtaining any required Government licenses from the competent authorities; and (b) in the event that Pentair is unable to obtain such Government licenses within a reasonable time or on reasonable commercial terms, then Pentair reserves the right to terminate this Agreement and neither party shall have any right or claim against the other party for liabilities, damages, losses, expenses or claims of any nature whatsoever.

2. Subject to section XII.1, in performing this Contract, the Purchaser 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) the Purchaser shall comply with the various national and local laws and regulations concerning occupational health, safety and pollution affected by the use, installation and operation of the Goods and other matters over which Pentair has no control, and (b) Pentair assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty or otherwise.

3. Subject to section XII.1, and unless otherwise expressly agreed in writing, the Purchaser shall ensure and procure that it has all licenses, consents, approvals, permissions and authorizations (“**Licenses**”) required in respects of the Goods.

4. Notwithstanding any provision in these Conditions to the contrary, Purchaser acknowledges to have understood Pentair’s position of no transactions with Cuba, Iran, North Korea, Syria, Russia, Belarus and any and all non-government controlled areas of Ukraine which are the subject of illegal recognition, occupation or annexation by the Russian Federation (“**Pentair’s Position**”), and confirms that it will comply with Pentair’s Position on any transactions involving the Goods.

5. Purchaser agrees not to sell, export or transfer any Goods (including, without limitation, any technical information or services supplied) to any other countries except in full compliance with all applicable governmental requirements, including but not limited to applicable US export, US re-export legislation, and measures administered by the United Kingdom, the European Union and its Member States, or the government agencies of any other countries. Any violation by the Purchaser or the end customer, of the applicable laws or regulations of the US or any other government, or where the Purchaser breaches Pentair’s Position, notwithstanding whether or not this is contrary to any aforementioned applicable laws or regulations, shall be deemed a material breach of this Contract and sufficient basis for Pentair to reject any or all orders or to terminate this Contract. Compliance with applicable legal requirements and Pentair’s Position is a prerequisite for Pentair to perform its obligations under this Contract, and if the Purchaser fails to comply with such legal requirements, then the Purchaser is incapable of meeting its obligations with Pentair and therefore is in breach of this Contract.

6. The Parties intend that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks or other unlawful or improper means of obtaining business. The Parties will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of Pentair or Pentair’s customers, or any government official (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party or any candidate for political office) for the purpose of influencing their acts or decisions. Purchaser will take appropriate actions to ensure that any person representing or acting under its instruction or control will also comply with this clause. Purchaser will not request that Pentair takes any action which is prohibited or penalized under any anti-boycott law or regulation and any such request will be deemed null and void. Nothing in this clause or in any such request will be construed to require an agreement by Pentair to take action which is prohibited or penalized under any anti-boycott law or regulation. Without limitation, Pentair will not be required under any circumstances to take any action or make payments that Pentair believes, in good faith, would cause it or its affiliated companies to be in violation of any Anti-Corruption Laws (Anti-Corruption Laws include, collectively, the UK Bribery Act 2010, laws under the OECD Anti-Bribery Convention, the United States Foreign Corrupt Practices Act and local anti-corruption laws).

7. Except as disclosed in writing to Pentair, the Purchaser represents that it does not believe or have any reason to believe that there are any actual or potential conflicts of interest regarding its relationship with Pentair, including family members who could benefit from the commercial relationship between the Purchaser and Pentair. Neither Purchaser nor any of its representatives are or have any family members who are government officials in a position to influence the Purchaser’s commercial relationship with Pentair.

8. The Purchaser will maintain complete and accurate books and records in accordance with generally accepted accounting principles in Purchaser’s jurisdiction, consistently applied, properly and accurately recording any and all transactions

involving or in any way related to Pentair. The Purchaser will maintain a system of internal accounting controls reasonably designed to ensure that its assets are used only in accordance with its management directives and that it maintains no off-the-book accounts.

9. If at any time Pentair believes in good faith that the Purchaser has breached the warranties, representations or agreements in this section XII, Pentair has the right to select an independent third party to conduct an audit at Pentair’s expense, to verify the Purchaser’s adherence to the terms in this section. The Purchaser will fully cooperate in such audit.

10. The Purchaser will notify Pentair promptly if: (a) the Purchaser has reason to believe that a breach of this Agreement (including, without limitation, this section XII) has occurred or is likely to occur; or (b) if any conflicts of interest arise. Purchaser will send all such notices to [ethics@pentair.com](mailto:ethics@pentair.com).

11. Any breach of the warranties, representations or agreements of this section XII will constitute a material breach of this Agreement and be grounds for immediate termination for cause of any order and Pentair may withhold any delivery of Goods until such time that Pentair has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Purchaser will indemnify and hold Pentair harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from Purchaser’s breach of the representations, warranties and agreements contained in the this section XII. Without limitation, Pentair expressly reserves the right to refuse to enter into or perform any order, and to cancel any order, if Pentair in its sole discretion determines that such order could violate any applicable law or regulation of the United States, or any other governments. The parties agree that any such refusal or cancellation of any order, or termination of this Agreement by Pentair, as described above, will not constitute a breach of any of Pentair’s obligations under this Agreement, and the Purchaser hereby waives any and all claims against Pentair for any loss, cost or expense related thereto.

## **XIII. Relationship Data & Privacy**

Pentair may collect, process and transfer certain personal data in managing its business relationship with Purchaser, such as the names and contact details of Purchaser’s personnel involved in the Contract or involved in maintaining or managing Purchaser’s use of the Goods. 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>. Purchaser will provide any necessary notice to and obtain any legally-required consent from its personnel, or affiliates for Pentair’s use of their personal data.

## **XIV. Applicable law and jurisdiction**

Unless otherwise mutually agreed, the terms of this Contract shall be interpreted and enforced according to the national law applicable in the country where Pentair is incorporated, excluding principles of conflict of laws and the Convention on Contracts for the International Sale of Goods. Any disputes which may arise from these Conditions and/or the Contract shall be submitted solely to the competent Court of the city where Pentair has its registered office.

## **XV. Miscellaneous**

1. Pentair’s warranty terms and conditions (if any) applicable to this contract will be detailed in a separate written document. To the extent permitted by law, those separate, written Warranty Terms & Conditions will be the sole warranty of Pentair and Pentair hereby expressly disclaims and Purchaser waives all other warranties expressed, implied in law or implied in fact, including any warranties of merchantability or fitness for a particular purpose.

2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as, at the relevant time, has been notified to the party giving the notice.

3. No waiver by Pentair of any breach of the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.