

1 Interpretation

Hereinafter buyer ("Buyer") means an entity purchasing goods and services ("Goods") from a company belonging to Georg Fischer Group and ultimately owned by Georg Fischer AG ("Supplier").

2 Basis of the sale

2.1 The Supplier shall sell and supply the Goods to the Buyer subject to these terms and conditions ("Conditions"), which shall govern the contract ("Contract") for the sale of the Goods provided by the Supplier hereunder to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing by the authorised representative(s) of the Supplier. Contract shall include any special terms and conditions agreed in addition to these Conditions in writing by the Supplier and the Buyer; any special terms shall prevail.

3 Orders and specifications

3.1 No order submitted by the Buyer is accepted by the Supplier unless confirmed in writing by the Supplier's authorised representative or delivery of the Goods by the Supplier.

3.2 The quantity, quality and description of and any specification for the Goods are those set out in the Supplier's quotation or in the Buyer's order (to the extent accepted by the Supplier).

3.3 The Supplier may make changes to the specification of the Goods in order to conform with any statutory or EU requirements, or if changes do not materially affect Goods quality or performance.

3.4 The Buyer is responsible for informing the Supplier in advance of all applicable local laws and regulations relevant for the manufacturing, installation, sale, maintenance and use of the Goods.

3.5 All drawings, designs, specifications and other information provided by the Supplier are confidential and all intellectual property rights in respect of them remain vested in the Supplier and shall not pass to the Buyer.

4 Price of Goods

4.1 The price of the Goods shall be the price specified in a separate written agreement or, if none, on the Supplier's order confirmation or, if none, on the Supplier's quotation or, if none, on the Supplier's price list. All prices quoted are valid for 14 days only or until earlier acceptance by the Buyer.

4.2 The Supplier may vary the price at any time before delivery to reflect (i) any change in the cost beyond the control of the Supplier (e.g. foreign exchange, costs of labour, materials or other costs of manufacture), or (ii) any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer.

4.3 All prices of the Goods are given on EXW, Incoterms 2020, basis. Prices exclude value added tax and other taxes and duties as well as any charges for transport, packaging, and insurance.

5 Terms of payment

5.1 The Buyer shall pay the invoice (in full without any set off, deduction or counterclaim)

in Euros, unless the Supplier specifies otherwise, to the Supplier's bank account specified in the invoice within 30 days from the date of the invoice.

5.2 The Buyer shall have no right to withhold payments due even in case of partial deliveries provided that the delivery is not rendered unusable as a result of it being partial.

5.3 The Supplier is entitled to charge 12 % p.a. interest on the delayed payments.

6 Delivery and Performance

6.1 Term of delivery shall be EXW, Incoterms 2020, or subsequent version.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Supplier shall not be deemed to be in delay in delivery of the Goods unless actual delivery of Goods occurs later than four weeks from the quoted approximate delivery date and having received the Buyer's written notification of the delay. Partial deliveries to a reasonable extent shall be allowed and the Supplier shall be entitled to invoice for such partial deliveries.

6.3 If the Supplier fails to deliver the Goods or is in delay (as defined in section 6.2) due to a reason within the Supplier's control, the Supplier shall pay to the Buyer a sum equal to 1% of the price of the delayed delivery for each week in delay up to maximum amount of 5% of the price of the delayed or non-delivered Goods, provided that the Buyer claims such amount within ten days from the actual date of delivery. Notwithstanding anything to the contrary, this shall be Buyer's only and exclusive remedy in case of delay in delivery or non-delivery.

6.4 If the Buyer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions, then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall have the right but no obligation to have stored the Goods and charge the Buyer for any reasonable costs incurred (including storage) and/or sell the Goods at a reasonable price readily obtainable and to charge the Buyer for any shortfall between such price and the price of the Contract.

6.5 In the event of damage or loss of the Products during carriage, the Buyer shall mark this in the delivery documents accordingly and have the damage ascertained by the carrier immediately. Damages sustained during carriage which cannot be ascertained immediately, shall be notified by the Buyer to the Supplier within six (6) days after the receipt of the Products.

6.6. If, contrary to the agreed terms of delivery, the Supplier or the Buyer take on tasks (e.g. transport, loading, unloading, insurance) which are not under their responsibility, such tasks shall be deemed to have been performed on behalf of and for the account of the respective responsible party. In such cases the party executing the task acts as the vicarious agent for the responsible party.

6.7 The Buyer shall comply with all laws governing the import of the Goods into the country of destination.

7 Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery. The Buyer shall insure the Goods accordingly.

7.2 The property in the Goods shall pass to the Buyer upon the payment in full of the price of the Goods, unless otherwise agreed or provided for by applicable mandatory local law.

7.3 Until the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as fiduciary to the Supplier, and shall keep the Goods separate and properly stored, protected and insured and identified as the Supplier's property, and shall not be entitled to dispose of the Goods, unless otherwise agreed or provided for by applicable mandatory local law.

7.4 Until such time as the property in the Goods passes to the Buyer, the Supplier may at any time require the Buyer to deliver up the Goods to the Supplier and, if the Buyer fails to do so forthwith, enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods, unless otherwise agreed or provided for by applicable mandatory local law.

8 Liability

8.1 The Buyer shall inspect the Goods upon the delivery. Any claim for any defect in the quality or condition of the Goods shall be notified in writing to the Supplier within eight days of delivery or, where the defect was not apparent, of discovery of the defect, but, in any event within twelve months of delivery.

8.2 The Supplier does not warrant accuracy or otherwise of any design, drawing, specification, instructions, information or advice it provides in relation to the Goods. All warranties in relation to the Goods whether express or implied are excluded to the fullest extent permitted by law including but not limited to warranties of non-infringement, fitness for a particular purpose and merchantability. The Supplier shall not be liable for any defect or damage resulting from: normal wear and tear, improper use, storage or maintenance, failure to comply with any installation or operation instructions, improper repair, modification or alteration by the Buyer or any third party, or the use of other than original spare parts, as well as any other reasons beyond Supplier's control.

8.3 In case of defective Goods, the Supplier may, at its option, replace or repair the defective Goods free of charge or refund the price of the Goods, but the Supplier shall have no further liability to the Buyer. Upon Supplier's request, the Buyer shall send the allegedly defective Goods to Supplier for inspection and in any case the Buyer shall not dispose of any such Goods until all claims related to the Goods are settled.

8.4 Under no circumstances shall the Supplier be liable for loss of contracts, profits, revenue, business or goodwill or any other special, indirect or consequential loss or damage howsoever caused.

8.5 The Supplier's entire liability under the Contract shall not exceed the price of the Goods which are the subject of the claim by the Buyer.

9 Payment default of Buyer

9.1 Without prejudice to any other right or remedy available to the Supplier, the Supplier may cancel the Contract or suspend any further deliveries without any liability to the Buyer, if: (i) the Buyer is in breach of a payment or other obligation under this Contract or unable to provide any security agreed with the Supplier or any other company within the Georg Fischer Group; (ii) makes any voluntary arrangement with its creditors or becomes bankrupt or goes into liquidation; or (iii) the Buyer ceases, or threatens to cease, to carry on business; or (iv) the Supplier reasonably believes that any of the foregoing events is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10 FORCE MAJEURE

Neither party shall be liable for failure to perform its part of this Contract when such failure is due to fire, flood, strikes, labour troubles or other industrial disturbances, pandemic, inevitable accidents, war (declared or undeclared), embargoes, blockades, legal restrictions, riots, insurrections, or any cause beyond the control of the parties, providing these events could not be foreseen or the effects of these events not be prevented, when the Contract was entered into. Such events will only release a party from responsibility if they result in the impossibility, temporarily or definitely, of performing its part of the Contract, to the exclusion of events which simply involve that performance will be more difficult or more costly. Moreover, the benefit of this clause shall only be applicable if the said events are not subject to other dispositions under one of these Terms.

11 Packing

11.1 If the Supplier notifies that packing materials are returnable, the Buyer shall return them at its expense within three months of the delivery. Where not returnable, the Buyer will dispose of all packing in accordance with the applicable regulations.

11.2 The Supplier shall use reasonable endeavours to ensure, where necessary, the appropriateness of packing before despatch, but the Supplier shall not be liable for any damage to or loss of Goods between despatch from the Supplier and delivery in accordance with this Contract.

12 Compliance with laws

12.1.1 The Buyer is aware and warrants that it shall comply with the requirements of any national and international laws, regulations, conventions and standards, including but not limited to, export, export control, import, customs and trade law, and any instructions on such issued by the Supplier. The Supplier expects the Buyer to implement and comply with a standard of ethical conduct substantially similar as described in the GF Code of Conduct¹. The Buyer shall provide to Supplier without delay in writing any and all information and data required by the Supplier for the purpose of compliance with any such laws, regulations or instructions.

12.1.2 Buyer warrants that it shall neither directly nor indirectly resell Goods delivered to Buyer by Supplier to any country or customer Supplier would be prohibited to deliver such Goods to at the date of resale, and that it shall not transit such Goods through or unload such Goods in any such country during the shipment of the Goods where Supplier would be prohibited to transit through or unload in at the date of transit or unloading, under any international export, export control, customs or trade law, including but not limited to embargo or sanction regulations applicable to Supplier. Buyer shall compensate Supplier for all damages, costs or expenses incurred on Supplier resulting from any non-compliance of the Buyer with this obligation.

12.1.3 No re-export to Russia or Belarus

For Buyers with registered place of business in non- EU countries falling under the scope of Article 12g of Council Regulation (EU) No. 833/2014 or Article 8g of Council Regulation (EU) No. 2024/1865, the following shall apply in addition to the clauses 12.1.1 and 12.1.2:

(1) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or in Belarus any goods supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014 or Article 8g of Council Regulation (EU) No. 2024/1865.

(2) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Buyer 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 paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Contract, and Supplier shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Contract; and

(ii) a penalty of 20 % of the total value of this Contract or price of the goods exported, whichever is higher.

(5) The Buyer shall immediately inform Supplier about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to Supplier information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

12.2 Supplier shall process any personal data provided by the Buyer in accordance with applicable laws, including EU General Data Protection Regulation, and as described in Supplier's Customer and Marketing register privacy policy on <https://www.uponor.com/en-en/legal-information/data-protection>.

13 Confidentiality

13.1 Each party shall keep in strict confidence any trade secrets as well as any commercial or technical information relating to the business of the other party which the disclosing party has defined confidential, or which should generally be considered to constitute confidential information. Such confidential information shall not be disclosed to third parties nor used for any other purposes than the performance of the Contract.

14 General

14.1 No waiver by the Supplier of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.2 If any provision of the Contract is held to be invalid or unenforceable the validity of the other provisions of the Contract shall not be affected.

14.3 The Contract shall be governed by and construed in accordance with the laws of the country of the registered office of the Supplier, excluding UN Convention of International Sale of Goods.

14.4 Any dispute, controversy or claim arising out of or in connection with this Contract shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS). The arbitral tribunal shall be composed of a sole arbitrator. The arbitration shall take place in Frankfurt, Germany and the language shall be English.

14.5 Notwithstanding clause 14.4 above, the Supplier reserves the right, at its own choice, to sue the Buyer at the Buyer's general place of jurisdiction.

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¹ <https://www.georgfischer.com/en/sustainability-at-gf/code-of-conduct.html>