

WATEREXPERT - GENERAL TERMS AND CONDITIONS

Version 11.10.2024

By ordering a WaterExpert module, the customer (hereinafter: "Customer" or "User") accepts the following terms and conditions.

1- SUBJECT MATTER OF THE CONTRACT / SCOPE OF SERVICES

1.1 WaterExpert enables EnviroFALK to access the water treatment plant remotely from all internet-enabled devices. Remote access can be used for remote control, optimization and maintenance purposes and does not replace on-site inspection and maintenance of the system. Any additional services or benefits of the WaterExpert module will be set out or agreed as part of the offer to conclude a contract for the use of the WaterExpert module.

1.2 The customer authorizes EnviroFALK to access the water treatment plant remotely during the term of this agreement in accordance with the General Data Protection Regulation. The type and scope of access shall be determined by the services formulated in the order confirmation. If necessary, the customer and EnviroFALK shall conclude a separate order data processing agreement in this context.

1.3 Services requested and commissioned by the customer which are not included in the order confirmation shall be invoiced separately in accordance with the current service catalog. We will be happy to provide you with the current catalog of services with the underlying prices / hourly rates on request. We are entitled to unilaterally adjust the prices by up to 5% compared to the price level of the previous year with a notice period of 2 weeks to the end of the quarter. We will inform customers of price adjustments in writing.

1.4 EnviroFALK documents all remote accesses by means of a remote access report.

1.5 All prices are subject to statutory value added tax. We reserve the right to adjust prices within the framework of the provisions of these GTC. The remuneration to be paid is due for payment without deductions immediately upon receipt of the invoice.

2 SYSTEM REQUIREMENTS

2.1 The prerequisite for using the EnviroFALK-WaterExpert module is a permanent Internet connection with a sufficient data transfer rate (approx. 10 Mbit/s). The use of the dashboard access for remote access by the customer requires an Internet-enabled mobile device with an up-to-date Internet browser.

2.2 EnviroFALK WaterExpert includes a mobile phone card with a data volume of approx. 2 GB/month from the "Comfort" package onwards, which is regularly sufficient for the standard operation of the WaterExpert module. The customer is responsible for ensuring sufficient network availability. Alternatively, the user can provide an Internet connection via his company's own Ethernet or WLAN. A suitable network connection is a basic prerequisite for the technical setup of remote maintenance. EnviroFALK shall provide the customer with the relevant requirements / technical specifications as part of the offer or the commissioning documentation.

2.3 EnviroFALK shall supply the VPN router, if required with an integrated mobile radio modem, for the duration of the contract term. The VPN router shall remain the property of EnviroFALK and may be removed by EnviroFALK or returned by the customer at the end of the contract term.

3. RUNNING TIME

3.1 The Agreement shall commence on the date of the order confirmation issued by the Contractor and shall have the (minimum) term set out in the order confirmation.

3.2 The agreement shall be automatically extended by a further 12 months unless it is terminated by one of the parties with a notice period of 6 months to the end of the then applicable contract term.

3.3 In the event of a contract extension, the then applicable prices for the WaterExpert module shall apply for the extension period. If the prices are more than 5% higher than the last agreed prices for the WaterExpert module, EnviroFALK shall notify the customer of this at least 3 months before the start of the new contract term. The customer shall then be entitled to terminate the contract within 2 weeks of receipt of the notification of the new prices with effect from the end of the original contract term.

3.4 The right to extraordinary termination remains unaffected. Any termination must be in writing.

4. INSURANCE AND LIABILITY

4.1 EnviroFALK's liability for damages, irrespective of the legal grounds, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations and tort, shall be limited in accordance with this clause 4 to the extent that fault is involved.

4.2 EnviroFALK shall not be liable in the event of simple negligence, nor for such negligence on the part of its bodies, legal representatives, employees or other vicarious agents, unless it is a breach of material contractual obligations. Otherwise, EnviroFALK shall not be liable for simple negligent breaches of non-essential contractual obligations.

4.3 Insofar as the SELLER is liable on the merits for damages in accordance with clause 4.2 above, such liability shall be limited to damages which are typically associated with the contract and which EnviroFALK foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the subject matter of this contract shall only be eligible for compensation if such damage is typically to be expected when the subject matter of the contract is used as intended.

5. CONFIDENTIALITY AND DATA PROTECTION

5.1 The parties undertake to treat the contents of this agreement and the fact of its existence as strictly confidential. This shall also apply after termination of the agreement.

5.2 The parties shall comply with the applicable data protection regulations, in particular the EU General Data Protection Regulation.

6 Technical advice, use and processing

6.1 Any technical advice given by EnviroFALK in the context of remote access, whether verbal and/or in writing, shall be given to the best of its knowledge, but shall be deemed to be non-binding advice only and shall not release the customer from its own obligation to test the products supplied by EnviroFALK for their suitability for the intended processes and purposes.

6.2 The provisions of clause 4 shall apply mutatis mutandis to any claims for damages in connection with such advisory services.

7 Final provisions

7.1 The relationship between EnviroFALK and the customer shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.

7.2 The exclusive place of jurisdiction for all disputes arising from the business relationship between EnviroFALK and the customer shall be Westerburg.

7.3 Should individual clauses of these General Terms and Conditions be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses. The parties shall replace an invalid provision with a provision that comes closest to the economic purpose of the invalid provision and is effective. The same shall apply to any missing contractual provision.

7.4 Insofar as these General Terms and Conditions contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had been aware of the loophole.