

GENERAL TERMS AND CONDITIONS FOR THE DELIVERY OF GOODS AND SERVICES OF ENDRESS+HAUSER (BULGARIA) LLC ("GTC")

1 SCOPE

All deliveries of goods and products (jointly "Goods") and contractual services ("Services") by Endress + Hauser (Bulgaria) LLC, UIC 206054512, having its seat and registered address at: Bulgaria, Sofia, 28 Todor Alexandrov Blvd., ground floor (hereinafter referred to as "we", "us" or "Endress + Hauser Bulgaria") in Bulgaria shall be governed solely by these GTC unless differing conditions are explicitly agreed upon in writing.

In addition to these GTC, special terms may apply if agreed upon in writing (as e.g. special terms for software or special services).

We may amend these GTC at any time with effect for the future. The amended GTCs shall be published on our homepage (see: <https://www.easc.endress.com/en?ii-country=bg>) and shall be effective immediately following the publishing. As of the publishing of the amended GTCs customer shall be deemed informed regarding any and all amendments.

The valid issue of the GTC is always published on Endress + Hauser (Bulgaria)'s homepage (see: <https://www.easc.endress.com/en?ii-country=bg>)

The customer's terms and conditions of business are valid only to the extent that we confirm them in writing.

Notifications by fax or e-mail qualify as written form under these GTC.

2 OFFERS AND CONTRACTS

Our offers remain binding only within the terms stated therein. In case no term is stated in our offer, it shall remain binding for a term of 15 days as of the date of its issuance. The customer remains bound to his orders of Goods or Services for 15 days, calculated from the date of the order's arrival at our place of business.

Contracts covered by these GTC do not come into force until Endress + Hauser (Bulgaria) has confirmed the order in writing.

Technical data, illustrations, drawings, weights and dimensions accompanying the offer are not binding except we have confirmed this in writing.

We reserve the right to make technical changes. In case such changes affect the functionalities and the technical parameters agreed between us and the customer, we shall notify the customer in writing of the changes made. In case the customer does not object to such changes in writing within a term of 2 (two) business days, they shall be deemed accepted by the customer. In the event that the customer timely sends a written objection to any such changes made, we reserve the right to reject the order.

3 DELIVERY

3.1 DEADLINE

Unless a delivery deadline is agreed upon in writing by both parties ("Agreed Upon Delivery Deadline"), delivery deadlines and dates, as well as delivery delays we report, are only non-binding estimates without legal force. Correspondingly, with the reservation of Force Majeure according to Section 12 below, delays in the estimated time of delivery do not result in any rights to cancel the contract or to claim any other right to alter the legal relationship or to claim damages or penalties. The Agreed Upon Delivery Deadline begins, at the earliest, when the order confirmation is sent, but not before all details concerning the execution of the contract are clear and all documents and authorizations to be supplied by the customer, as well as any agreed upon advanced payment have been received. An Agreed Upon Delivery Deadline is fulfilled when the Goods or Services are offered or delivered in time (see Section 4).

A customer's modification request is only valid if accepted by us in writing. In any case it extends the delivery deadline until we have evaluated its feasibility and for the period of time necessary to manage the amended instructions.

3.2 DELAYED DELIVERY

If we are in default of delivery under an Agreed Upon Delivery Deadline, our liability is limited to a maximum of 0.5% of the contract value of the delayed Goods or Services per full week of delay. Our maximum liability in such cases is 5% of the contract value of the delayed Goods or Services. The aforementioned limitations shall not apply only in case the default is caused as a result of our willful misconduct or gross negligence. We shall be considered in default of delivery only after receipt of a written notification by the customer.

If an Agreed Upon Delivery Deadline cannot be met for reasons that are not our fault, we have the right to store the Goods at the customer's risk and expense. After the fruitless expiration of a reasonable grace period we may withdraw from the contract and if the customer is liable for the delay, claim for indemnification.

The customer is in default of acceptance if, he does not accept, or refuses, or prevents, or in any other way obstructs the delivery of Goods or Services. In such cases we are at our own discretion entitled to either withdraw from the contract or to deliver again at customer's expense. The right to indemnification for damages is reserved.

3.3 PARTIAL DELIVERIES

We have the right to make reasonable partial deliveries after sending a written notification to the customer. The customer has the right to object to such partial delivery within a reasonable term. In case the customer does not object and/or accepts the partial delivery, such partial delivery shall be

deemed valid and binding in accordance with the contract.

4 SHIPMENT AND ASSUMPTION OF RISK

As a rule, delivery takes place based on the terms of delivery agreed upon and defined in the order confirmation (particular INCOTERM as defined in the latest INCOTERMS publication of the International Chamber of Commerce by the date of confirmation of the order).

Unless specific terms and conditions of delivery have been agreed and confirmed by Endress + Hauser (Bulgaria), the risk of loss or damage to the Goods passes to the customer and the delivery takes place as soon as we have handed the Goods over to the carrier, or, should shipment be delayed for reasons that are not our fault, as soon as we have notified the customer that the Goods are ready to be shipped ped.

5 PRICES

Unless other terms have been agreed upon in writing, prices cover delivery at our distributing warehouse (EXW), and in particular do not include any of the costs for packaging, transport, insurance, spare and wear parts, and the applicable value added tax. We are entitled to reasonable price increase if the materials and labor costs on which the calculation is based, significantly increase after our order confirmation. In such cases, we will notify the customer in writing and provide reasonable justification of the price increase.

6 PAYMENTS

Unless other terms have been agreed upon in writing, our invoices have to be paid within 30 days after the date of the invoice.

If no payment is made by the end of this payment period (value date of the full invoice amount credited to our account), the customer is automatically in default of payment. Default of payment has the following consequences:

- The customer must pay the legal default interest under Bulgarian law calculated on the amount of the overdue principal. In addition, the customer must reimburse us for all expenses associated with the default of payment, e.g., expenses for notification and legal expenses.
- We may require payment in advance or securities before further performance. This term also applies when there is no default of payment, but when justified doubt in the customer's ability to pay exists.
- Upon written notice we may provide the customer with a reasonable term to make all due payments. Upon the expiration of such term if the customer is still in default of any part of the payment, we may withdraw from all orders and individual transactions and claim indemnification.
- All amounts under invoices for deliveries, orders and individual transactions which we have not withdrawn from become due immediately upon default.

The customer shall not be entitled to set off any amounts due for payment to us unless accepted by us in writing.

7 RETENTION OF TITLE

The Goods remain our property until the price and all costs associated with the delivery have been paid in full. The risk shall pass to the customer in accordance with Section 4.

We are authorized and empowered to register a sale with retention of title with the Central Register of Special Pledges with the Bulgarian Ministry of Justice or any other competent agency in the applicable location at any time. Upon request, the customer must assist in the registration process.

The customer must ensure that the delivered Goods are maintained and appropriately insured for the duration of the retention of title period.

8 WARRANTY

8.1 SUBJECT AND PERIOD

We warrant that on delivery and for a period of 12 months after delivery ("Warranty Period")

- the Goods are free from substantial defects in design, material and workmanship which substantially reduce the price of the Goods or their fitness for use in accordance with their normal intended purpose or, if applicable, the purpose agreed in writing between us and the customer and
- the Services have been carried out in a professional manner consistent with general accepted industry standards.

We do not warrant the fitness of our Goods or Services for a specific application or purpose.

8.2 INSPECTION, NOTIFICATION OF DEFECTS AND ACCEPTANCE OF THE GOODS AND SERVICES

It is the customer's duty to inspect the delivered Goods or Services for substantial defects, completeness and correctness immediately after delivery. The customer must immediately notify us in writing and in details of any obvious defects, but not later than 8 days after delivery. The customer must notify us of hidden defects in writing and in detail immediately after their discovery, but within the Warranty Period. Any failure to give notice in due time and due form results in an approval of the Goods or Services.

With the approval of the Goods or Services or with the expiration of the Warranty Period all of the customer's warranty rights expire.

The terms of this Section apply also to all other customer complaints, as e.g. incorrect or delayed delivery, quantity variance, and all other complaints about Goods or Services provided by us.

8.3 WARRANTY OF GOODS AND LIABILITY

Any warranty and liability for defects is subject to the customer having fully complied with his contractual obligations and the requirements of Section 8.2. Our warranty and liability shall be limited within the terms under Section 8.1, to the extent allowed by applicable law.

In any case, we are responsible only for those defects that already existed at the time at which the customer assumed risk. We do not assume any

liability or warranty in case such defects were known to the customer at the time of conclusion of the contract.

In case customer claims any defects, at our request, the customer must return at his own expense the rejected Goods in the original or equivalent packaging for examination of the claimed defect (for decontamination see Section 14 below). Should the complaint be justified, we reimburse the customer for the shipping and transportation expenses.

We may replace or repair defective Goods or refund the price at our discretion unless the customer has expressly stated otherwise in writing and indicated clearly its chosen option. Any price reduction and redhibitory action, as well as any claims for direct and indirect damages are excluded from our warranty and liability to the extent allowed by applicable law.

This Section applies to each delivery of defective Goods irrespective of the legal basis of a possible claim.

8.4 SERVICE WARRANTY

Any warranty and liability for Services is subject to the customer having fully complied with his contractual obligations and the requirements of Section 8.2 as well as to the customer's full cooperation with us in all matters relating to Services as particularly but not limited to providing the necessary access to premises and facilities, providing the relevant information and materials and obtaining and maintaining all necessary licenses and permissions.

We provide Services in accordance with the service specifications agreed upon with the customer. We are entitled to subcontract these Services to third parties (subcontractors).

For Internet-based Services, if applicable, the continuous availability of such Services and any data involved may not be guaranteed.

This Section applies to each delivery of Services irrespective of the legal basis of a possible claim.

9 LIABILITY

Any liability is subject to the customer having properly fulfilled his obligations under Section 8.2.

As a rule, our liability is limited to the value of the Goods or Services from which the claim arises. Any liability for indirect and consequential damages is excluded. Also, to the extent permitted under the applicable law, liability for actions of our auxiliary persons and subcontractors as well as in cases of Force Majeure (see Section 12) is excluded.

In the event of loss or damage of customer's data or programs, our liability is limited to the typical costs and efforts of recovery, which are necessary if appropriate and regularly backups had been made by the customer.

In cases of gross negligence and willful misconduct our liability is determined in accordance with the applicable law.

Should the customer withdraw from the contract without good reason or, for his part, not fulfill the

contract, we may demand 25% of the value of the order as liquidated damages. We reserve the right to demand compensation for damages exceeding this amount.

10 COMPLIANCE

10.1 ANTI-BRIBERY, ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING

Endress + Hauser (Bulgaria) complies with all applicable laws and regulations relating to anti-bribery, anti-corruption and anti-money laundering.

Under the applicable laws and regulations relating to anti-money laundering we may be required to request, collect and store certain information regarding our customers and the customer agrees upon our request to provide any such information and documents necessary in order for us to be comply with the applicable laws and regulations relating to anti-money laundering, including declarations of origin of funds, details regarding customers ultimate beneficial owners etc.

Customer shall comply with such laws and regulations relating to anti-bribery and anti-corruption and anti-money laundering as well and undertake all necessary actions to do so.

10.2 IMPORT AND EXPORT CONTROL REGULATIONS

Endress + Hauser (Bulgaria) complies with all applicable laws and regulations relating to import and export control.

Customer shall comply with such laws and regulations as well and undertake all necessary actions to do so. The customer shall bear all costs for customs duties and customs formalities, as well as any costs regarding to specific regulatory requirements with regard to the import, export and transportation of the Goods (such as requirement for a license, permission or approval by competent authorities, etc.). These costs shall not be included in the price of the Goods, unless explicitly agreed otherwise.

10.3 INDEMNIFICATION

Customer shall indemnify and hold us harmless against all damages, costs and expenses arising from any violation, alleged violation, or failure to cooperate or failure to comply with above mentioned laws and regulations by customer or any person for whom customer may be responsible.

11 DATA PRIVACY

Endress + Hauser (Bulgaria) fully complies with the applicable regulations in the field of data privacy. The collection and processing of personal data by us as data controller in relation to the provision of Goods/Services is subject to our Privacy Policy and is detailed in our Data Protection Notice pursuant to the General Data Protection Regulation (GDPR) both available on our homepage: <https://www.easc.endress.com/en>. The Privacy Policy is an integral part of the present GTCs. Customer hereby declares that it is informed with the content of the Privacy Policy and our Data Protection Notice and undertakes to bring their content to the attention of all of its representatives (managers, proxies), employees, contact persons or similar whose personal data may be exchanged

with us for the purposes of negotiations, conclusion, performance, amendment and/or termination of contracts in relation to the provision of Goods/Services.

With regards to the personal data exchanged during the course of our contractual relations, the customer warrants and undertakes that (i) it ensures appropriate organizational and technical protective measures under the terms of the applicable data privacy laws and (ii) customer will fully cooperate with us in case of requests and claims being made by personal data subjects or in cases of investigations, audits and/or requests for information by the competent data protection authorities.

12 FORCE MAJEURE

Events that are beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), epidemics and local and/or international anti-epidemic measures, plague, quarantine, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, difficulties in obtaining authorizations, in particular import and export licenses, accident, breakdown of plant or machinery, energy shortage, fire, flood, storm or default of suppliers or subcontractors that prevent delivery of the Goods or Services at the agreed upon date ("Force Majeure"), extend the delivery deadlines for the duration of the Force Majeure and its impact. During Force Majeure events we shall be released from any liability for non-compliance with the contract having occurred following the start of the said events. The customer will be notified of the presence of Force Majeure and of the possible consequences of the Force majeure, including the expected delay in delivery related thereto.

After having notified the customer of the reason for the delay, in case the Force Majeure continues for a period longer than 1 month, we may withdraw from the contract.

Should delivery be delayed for at least 6 months past the original delivery date and the customer can in good faith not be expected to take delivery, the customer may withdraw from the contract.

13 RESALE; RIGHTS TO THE DOCUMENTS

The customer shall resell the Goods only together with the original documentation.

We and/or our licensor retain all proprietary and intellectual property rights to documents, drawings, models, cost estimates, electronical data, and similar items ("Documents") we provide the customer in connection with the delivery of Goods or Services. These Documents must not be made available to any third parties unless such permission has been granted by Endress + Hauser (Bulgaria) in writing or is evident based on the particular purpose of the contract between us and the customer.

14 DECONTAMINATION OF RETURNED GOODS

We may only accept returned Goods if our decontamination instructions are strictly complied

with. In default of such compliance, we reserve the right to resend the Goods at the customer's expense.

15 FINAL PROVISIONS

Should separate provisions of these GTC be completely or partially invalid, the remaining conditions remain valid.

The place of fulfillment for deliveries is our distributing warehouse, for payments the place of business of Endress + Hauser (Bulgaria).

Bulgarian law applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

Exclusive place of jurisdiction is the registered place of business of the contracting Endress+Hauser company, namely the city of Sofia. However, we reserve the right to sue at the customer's place of business.

16 LANGUAGE

These GTCs have been presented to the client in English and in Bulgarian language. In case of any discrepancies between the Bulgarian and the English version of these GTC, the English version shall prevail.