

## **MMPumps General Terms and Conditions**

### **TITLE I: GENERAL PROVISIONS**

#### **Article 1. Definitions**

**'MMPumps'**: a limited liability company under Belgian law, with Crossroads Bank for Enterprises number 0433.338.491, RPR: Antwerp.

**'Customer'**: any natural or legal entity that enters into a legal relationship with MMPumps acting as a business entity for the purpose of entering into a purchase or rental agreement in relation to MMPumps' equipment.

**'General Terms and Conditions'**: these General Terms and Conditions which are additionally applicable to any agreement and/or legal relationship between the Customer and MMPumps.

**'Agreement'**: the agreement concluded between the Customer and MMPumps in which the specific terms between the two parties are included (rent/purchase, duration, price, term, etc.).

**'Party'**: the party or parties to the Agreement, namely MMPumps or the Customer.

**'Rental Equipment'** means the goods or items rented by MMPumps to the Customer under the Agreement.

The definitions have the same meaning regardless of use in singular or plural.

#### **Article 2. Scope**

1. These General Terms and Conditions apply to all deliveries, rentals, services, etc. provided by MMPumps and take precedence over any conflicting or differing order or other general terms and conditions of the Customer. Title II resp. Title III applies, depending on the nature of the Agreement, be it rental or purchase.
2. Deviations from and/or additions to these General Terms and Conditions shall only be binding if expressly accepted by MMPumps in writing. Provisions not explicitly deviated from shall remain in full force and effect.
3. In the event of any contradiction between the provisions of the General Terms and Conditions or the Agreement, the provisions of the Agreement shall prevail over the General Terms and Conditions.
4. A Customer that enters into an Agreement with MMPumps shall be deemed to have taken note of the General Terms and Conditions. The General Terms and Conditions shall be deemed accepted by the Customer if the Customer has not expressed any objection within 48 hours of their notification.

#### **Article 3. Invalidity of one or more provisions**

1. The invalidity of a provision of the Agreement and/or these General Terms and Conditions shall not affect the validity of the remaining provisions of the Agreement and these General Terms and Conditions.
2. If one or more provisions of the Agreement and/or these General Terms and Conditions should be invalid or void, a provision that is acceptable in all circumstances shall apply between the Parties.

3. If MMPumps has allowed deviations from these General Terms and Conditions for a short or longer period of time, this does not affect the right of MMPumps to still and subsequently demand immediate and strict compliance with these General Terms and Conditions. The Customer cannot claim any rights based on flexible or different application of the General Terms and Conditions by MMPumps due to commercial considerations.

#### **Article 4. Amendment of the General Terms and Conditions**

MMPumps is entitled to amend or supplement these General Terms and Conditions. Such amendments or additions shall also apply to Agreements already concluded insofar as: (i) the amendments have been agreed upon in writing between the Parties, or (ii) after a period of 30 days following written notification thereof, if the Customer has not expressed any objection to the amendments or additions.

#### **Article 5. Quotation and Agreement**

1. Statements of prices and data concerning features, sizes and weights in printed matter, brochures, on the internet etc., are for information purposes only and do not constitute a binding offer by MMPumps.
2. All offers remain non-binding until final acceptance by MMPumps.
3. Offers or quotations do not automatically apply to future or previous orders or assignments, nor to other debtors.
4. An Agreement comes into effect after acceptance of the order or assignment by MMPumps by means of a written confirmation of the order or assignment. The Customer shall be deemed to be in agreement with the contents of this confirmation.
5. The prices stated on the contract are ex warehouse, excluding VAT. Fuels, oils, greases, insurance, maintenance, transport, packaging and environmental levies shall be at the Customer's expense. Assembly, disassembly and installation of the equipment shall also be at the expense of the Customer, unless otherwise agreed.

#### **Article 6. Payment**

1. All payments shall be made exclusively to the registered office or bank account of MMPumps. Payments are to be made in the currency in which they were invoiced. Any exchange risk shall always be at the expense of the Customer.
2. Payment is due within a maximum of 30 days after the invoice date, unless otherwise stipulated or deviated from in the Agreement. MMPumps always reserves the right, however, to deliver subject to cash payment or cash on delivery. A different payment practice applied in the past does not entail a waiver of this clause. The Customer is not entitled to compensation, settlement, suspension, etc.
3. If the Customer entrusts an item to MMPumps for repair, MMPumps shall have a right of retention over this item until after payment has been received in full for its works and deliveries.
4. MMPumps reserves the right to charge for the works, goods, rentals, etc., in proportion to their progress and/or delivery. If the Customer fails to pay for a partial delivery and/or rental and/or work by the invoice due date, MMPumps has the right to suspend or refuse further execution of the delivery and/or rental and/or work—without prior notice, formal notification, or communication. In such cases, MMPumps is also entitled to reclaim the equipment at the Customer's expense.

5. In the event of late payment of invoices, the Customer shall, by operation of law and without notice of default, be liable to pay interest up to the date of full payment (in proportion to the applicable interest rate in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions) and to pay fixed compensation of 10% of the invoice amount due (with a minimum of € 500, excluding VAT).
6. All judicial and extrajudicial collection and/or recovery costs incurred for the collection of the amount due shall be borne by the Customer.
7. If MMPumps has multiple unpaid claims against the Customer, payments shall first be used to settle the longest outstanding invoices. Furthermore, payments made by the Customer shall first be allocated to the interest due, then to the damage clause and finally to the principal sum (see art. 5.210 of the Belgian Civil Code).
8. In the event of non-compliance with the payment terms, or if the Customer's creditworthiness is at risk (or could be at risk), MMPumps reserves the right to refuse and/or suspend its further performances, deliveries, work, rentals, etc. If applicable, MMPumps is entitled to provide its performances, deliveries, and activities only against advance payment or after obtaining adequate security. In any event, under this clause, MMPumps has the right to terminate the Agreement at the expense of the Customer and claim compensation for the non-performance of the Agreement.
9. Any dispute regarding an invoice must be communicated in writing within ten (10) days following the invoice date. In the absence of a timely dispute, the invoice shall be deemed accepted.

#### **Article 7. Transport**

Transport, loading and unloading are at the expense and risk of the Customer. Even if the Customer instructs MMPumps to arrange shipment of the goods, the shipment shall take place at the expense and risk of the Customer.

#### **Article 8. Delivery**

1. MMPumps shall endeavour to determine delivery terms as accurately as possible. Nevertheless, delivery terms are purely indicative and not binding for MMPumps. Delays, regardless of their nature, can under no circumstances give rise to dissolution of the Agreement or to compensation.
2. If the delivery is delayed at the request of the Customer, or for other reasons for which the Customer is responsible, the Customer shall be liable for any costs arising therefrom. These costs shall also include the rental price for this delay period.
3. MMPumps is entitled to deliver the goods in staggered and partial deliveries. If appropriate, MMPumps may invoice such partial deliveries immediately.
4. Transport materials (such as pallets, crates, containers, etc.) remain the property of MMPumps or the third party appointed by MMPumps. The Customer shall return these materials upon first request. If the Customer fails to do so, the Customer shall be obliged to compensate these at new value.
5. If the goods are delivered to the Customer, the Customer undertakes to accept delivery of the goods and, if necessary, to have sufficient skilled personnel available for this purpose. If delivery is prevented by the Customer (e.g. if nobody is present), MMPumps may, at its discretion, either take back goods and deliver them at another time (in which case the transport costs for both deliveries, both outward and return, and other costs arising therefrom shall be payable by the Customer), or leave the goods - at the expense and risk of the Customer - at the agreed place.

## **Article 9. Force majeure**

1. If MMPumps is prevented from fulfilling its obligations to the Customer due to force majeure, its fulfilment may be suspended for as long as the force majeure condition continues, with a maximum period of two months. If this period lasts longer than two months, MMPumps and the Customer both reserve the right to terminate the Agreement, without being liable for any compensation.
2. Force majeure is to be understood as any circumstances beyond the control of MMPumps and its suppliers, including (but not limited to): strikes, riots, blockades, transport impediments, shortage of raw materials, unavoidable business interruptions, machine breakdowns, government measures, import or export impediments, failure to obtain approvals/information from third parties/the Customer in time (while these were requested in time), natural disasters, epidemics, extreme weather conditions, flooding, fire, etc.

## **Article 10. Suspension and dissolution**

1. If the Customer should fail to comply with its obligations arising from these General Terms and Conditions and/or other Agreements with MMPumps or fail to do so properly or in a timely manner, MMPumps is entitled to suspend the performance of the current Agreements with the Customer. If necessary, MMPumps will first give the Customer notice of default, after which the Customer has a period of seven ('7') days to remedy its non-performance or shortcomings. If the Customer should fail to do so, MMPumps shall suspend its performance.  
If the Customer subsequently remains in default for a period of fifteen ('15') days to remedy the defaults or non-performance concerned, MMPumps will be entitled to terminate the Agreement with the Customer - without further notice or notice of default - extrajudicially and without judicial intervention at the expense of the Customer. This will not prejudice MMPumps' right to claim compensation.
2. Without prejudice to Art. 11.1, MMPumps is entitled to immediately and without notice of default dissolve the Agreement(s) with the Customer if the Customer is in a state of bankruptcy, cessation of payment, shut-down or liquidation of the business of the Customer.
3. In the event of rental, MMPumps is entitled to recover the rented equipment at the expense of the Customer. The Customer is also obliged to pay the costs already due to MMPumps under the rental agreement. In the event of bankruptcy of the Customer, MMPumps is entitled to immediately collect the Rental Equipment.
4. MMPumps shall not be liable for any damages incurred by the Customer or third parties due to the failure to continue the Agreement.

## **Article 11. Applicable law and disputes**

1. The legal relationship (in the broadest possible sense) between MMPumps and the Customer is exclusively governed by Belgian substantive law. The Vienna Sales Convention is expressly excluded.
2. Any disputes related to the relationship between MMPumps and the Customer and with these General Terms and Conditions shall exclusively be dealt with before the courts and tribunals of the judicial district of Antwerp.

## **TITLE II: RENT**

## **Article 12. General**

1. If the Customer rents the goods from MMPumps (see the Agreement between MMPumps and the Customer), the provisions of this Title II shall apply (together with the provisions of Title I) to the exclusion of the provisions of Title III.
2. The Rental Equipment remains the property of MMPumps at all times. It is not permitted to dispose of the Rental Equipment or to transfer it to third parties as security.
3. The Rental Equipment is not for sale, unless this is deviated from in writing. In such event, a new Agreement is concluded between the Parties which is separate from the existing Rental Agreement. Should the Customer purchase the Rental Equipment, only the conditions contained in 'Title III' - Purchase of these General Terms and Conditions shall apply.

## **Article 13. Rental term and rental rates**

1. The rental term starts at the moment the rented equipment leaves MMPumps' warehouse and ends when the Rental Equipment is returned to that warehouse or to a location designated by MMPumps. If the Customer requests MMPumps to collect the Rented Equipment on-site, the rental period ends on the day of collection.
2. Rentals are agreed upon per day, with a minimum rental period of at least one week (= 7 days).
3. The rental price is expressed as either a 'daily rate' or a 'weekly rate,' at the discretion of MMPumps. If MMPumps communicates a 'weekly rate' to the Customer, the applicable 'daily rate' is calculated using the following formula: 'weekly rate / 7'.  
The 'daily rate' is calculated based on normal usage of the Rental Equipment, defined as forty (40) operating hours per week (= 5.71 operating hours per day). If the usage of the Rental Equipment exceeds this normal usage, MMPumps is entitled to charge additional costs. These additional costs are calculated based on the number of extra operating hours used by the Customer above normal usage.
4. The rental price excludes transport, maintenance, loading and unloading, environmental levies, insurance, cleaning, and any surcharges for damage waivers or fire/theft coverage, etc.
5. If, upon termination of the Agreement, the Customer fails to return the Rental Equipment to MMPumps on time, MMPumps is entitled to reclaim the Rental Equipment, regardless of its location. The associated costs, as well as any damages resulting therefrom, will be borne by the Customer.
6. If the Rental Equipment cannot be used due to defects or malfunctions, the Customer is not required to pay the rental price for the period during which the Rental Equipment cannot be used, provided the following cumulative conditions are met:
  - The defects or malfunctions are not the result of the actions or omissions of the Customer;
  - The defects or malfunctions are reported to MMPumps immediately upon discovery;
  - The Rental Equipment is located within Belgium, the Grand Duchy of Luxembourg, the French departments 62 and 59 (Nord-Pas-de-Calais), North Rhine-Westphalia in Germany, or the provinces of Zeeland, North Brabant, Limburg, Holland, Utrecht, Gelderland, Overijssel, and Flevoland in the Netherlands;
  - The Rental Equipment is not in the possession of a sub-lessor of the Customer;
  - MMPumps fails to resolve the defects or malfunctions within twenty-four (24) hours of their being reported.

In all other cases, the Customer is obligated to pay the full rental price.

## **Article 14. Rental obligations of the Customer**

1. The Customer undertakes to ensure that the Rental Equipment is used only by qualified personnel who have the appropriate knowledge and skills to use the Rental Equipment in a correct and safe manner.
2. The Customer declares and warrants that it holds the required permits and/or certificates.
3. The Customer is responsible for the correct use of the rented equipment in accordance with the legal provisions and/or guidelines in its industry. Any costs arising from failure to comply with these provisions shall be borne by the Customer.
4. If the Customer is not familiar with the Rental Equipment, he/she can request user instructions from MMPumps. If the Customer does not request the instructions, he/she shall be deemed to be familiar with the rules regarding the use and maintenance of the rented goods.
5. The Customer is obliged to closely follow the instructions obtained, such as with regard to loading and unloading, safety measures, assembly and use, etc.
6. The Customer shall maintain and use the rented equipment as a prudent and reasonable person. Maintenance is understood to mean the daily maintenance considered normal, such as cleaning the Rental Equipment, checking and timely topping up of fluids and oils, lubrication of the equipment, etc.
7. Apart from the aforementioned daily maintenance, the Customer is not allowed to carry out any other work (e.g. repairs, alterations, etc.) on the Rental Equipment or to have this done by third parties, unless otherwise agreed in writing with MMPumps.
8. The Customer is obliged to have a major maintenance carried out on pumps with an internal combustion engine by MMPumps after every two hundred and fifty ('250') operating hours. The Customer is required to inform MMPumps of this in due time. Damage resulting from non-compliance with this obligation shall be at the expense of the Customer.
9. The Customer is obliged to adequately insure the Rental Equipment against all potential risks (theft, destruction, fire, water damage, etc.). The Customer is obliged, upon first request from MMPumps, to submit evidence thereof to MMPumps. The Customer is also obliged to take preventive measures to protect the Rental Equipment against the aforementioned risks.
10. The Customer is obliged to allow personnel of MMPumps access to the rented equipment at all times.
11. All costs arising for MMPumps from the failure of the Customer to comply with the aforementioned obligations are at the expense of the Customer.
12. In the event of damage, the Customer shall owe MMPumps a fee for the amount of the repair costs and other price costs arising therefrom. In the event of loss, this fee shall comprise the amount of the new price of the lost equipment, plus all other damages incurred by MMPumps (such as: administrative costs, logistic costs, lost rental income due to the unavailability for rental of the lost equipment, etc.).
13. MMPumps is entitled to request a security deposit from the Customer as guarantee of the obligations entered into by the Customer. At the end of the rental period the security deposit shall be returned to the Customer, after deduction of any amounts still due to MMPumps.
14. Rental Equipment with a fuel tank are provided with a full tank, unless otherwise agreed in writing. At the end of the rental term, the Customer shall return the Rental Equipment with a full tank, failing which the Customer shall be charged for the missing fuel.
15. The Rental Equipment shall be returned cleaned. Any costs incurred for cleaning and subsequent cleaning shall be at the expense of the Customer. Missing, prematurely worn, damaged or modified equipment shall also be at the expense of the Customer.
16. The Customer is obliged to immediately notify MMPumps of any seizure of its movable and/or immovable property, including the rented equipment.

## **Article 15. Rental obligations of MMPumps**

1. MMPumps commits to ensuring the Customer has uninterrupted and trouble-free use of the Rental Equipment.
2. If the Rental Equipment cannot be used due to defects or malfunctions, MMPumps shall make every effort to repair the defect or malfunction within twenty-four ('24') hours, provided that the following cumulative conditions are met:
  - The Rental Equipment is located within Belgium, the Grand Duchy of Luxembourg, the French departments 62 and 59 (Nord-Pas-de-Calais), North Rhine-Westphalia in Germany, or the provinces of Zeeland, North Brabant, Limburg, Holland, Utrecht, Gelderland, Overijssel, and Flevoland in the Netherlands;
  - The Customer has reported the defects or malfunctions to MMPumps immediately after discovery;
  - The defect or malfunction is not the result of acts or omissions on the part of the Customer;
  - The Rental Equipment is not in the possession of a sub-lessee.

In the event that MMPumps cannot repair the defect or malfunction within a reasonable period of time and the damage is not due to the acts or omissions on the part of the Customer, MMPumps shall make every effort to provide an equivalent replacement for the Rental Equipment. In accordance with Article 14.6, no rent shall be charged for this period. If an equivalent replacement for the Rental Equipment is not available, the Agreement shall be terminated, without any fee being payable by MMPumps.

## **Article 16. Maintenance of the Rental Equipment**

1. Without prejudice to Art. 14.6 and the Customer's obligation to carry out daily maintenance on the Rental Equipment, maintenance and repairs may only be performed by MMPumps personnel, unless agreed otherwise in writing.
2. If the rental period exceeds a maintenance cycle for the Rental Equipment, MMPumps shall carry out such maintenance in consultation with the Customer at the Customer's expense at MMPumps' customary rates. The Customer shall make the Rental Equipment available to MMPumps for this purpose to perform the maintenance. The maintenance cycle and estimated cost of the maintenance can be requested by the Customer to MMPumps at any time. If the Rental Equipment has not been maintained at the start of the rental period, the first maintenance fee shall be charged pro rata.
3. Maintenance and repair costs, as well as any costs arising from non-use of the equipment during maintenance or repair, are at the expense of the Customer. This is not included in the rental price. Repairs due to wear and tear resulting from normal usage as can be expected of any prudent and foresighted Customer placed in the same circumstances shall be at the expense of MMPumps.
4. The technician shall depart from Ranst to perform maintenance at the Customer's premises, unless otherwise indicated.
5. Maintenance or repairs shall be provided as soon as possible in Belgium, in the Grand Duchy of Luxembourg, in France in Nord-Pas de Calais (62 and 59), in Germany in North Rhine-Westphalia and in the Netherlands in Zeeland, North Brabant, Limburg, Holland, Utrecht, Gelderland, Overijssel and Flevoland. If the Rental Equipment is taken outside of these zones, all costs for maintenance and repair, including replacement, as well as any travel and accommodation expenses, shall be at the expense of the Customer, regardless of the cause.
6. If on-site maintenance or repair is not reasonable, MMPumps may decide to exchange.

## **Article 17. Damage and loss**

1. The Customer acknowledges having received the Rental Equipment in excellent condition at the start of the rental period. Any defects (visible or hidden) shall be reported upon receipt (by the Customer or by third parties acting on behalf of the Customer) and at the latest within twenty-four (24) hours thereafter, failing which the Rental Equipment shall be deemed to have been received in perfect condition.
2. The Customer is obliged to keep the Rental Equipment in this condition during the rental period and to return it to MMPumps in this condition after termination of the rental agreement, with the exception of normal wear and tear. The Customer is responsible for the Rental Equipment during the rental term. MMPumps shall inspect the Rental Equipment as soon as possible after its return by the Customer. The Customer is liable for any damage that occurred during the rental period, regardless of the cause.
3. Damage to the Rental Equipment caused within the period in which the Customer is responsible for the Rental Equipment must be reported in writing to MMPumps immediately after discovery, but at the latest within twenty-four ('24') hours of its occurrence. The Customer is responsible for the repairs fee.
4. In the event of theft of the Rental Equipment, the Customer is obliged to report it to MMPumps within twenty-four ('24') hours of its discovery and to report it to the police.

## **Article 18. Liability**

1. MMPumps' liability is excluded to the fullest extent permitted by law. MMPumps shall under no circumstances be liable for any minor discrepancies on its part, or that of its appointees.
2. Except in case of intent, MMPumps' liability is in any event limited to the amount of the Agreement, subject to a maximum liability of € 25,000 (excl. VAT) per year. MMPumps' liability is in any event always limited to the amount effectively covered and potentially paid out by MMPumps' liability insurance. MMPumps has taken out such insurance with Baloise Belgium NV with policy number 7162022. If necessary, MMPumps shall provide the insurance certificate to the Customer upon first request in the event of damage.
3. Only direct damage is eligible for a fee. All indirect damages are completely excluded.
4. MMPumps shall not be liable for any damage, regardless of its nature, caused during the rental period with or by the rented equipment. The Customer must use the rented equipment for its intended purpose in a professional manner. MMPumps shall not be liable for any damage resulting from improper use of the rented equipment and can never be held liable for any damage caused by the rented equipment to third parties. The Customer is obliged to safeguard MMPumps against claims by third parties regarding damage caused by the rented equipment.
5. Except for what is stipulated in the Agreement, MMPumps does not provide any guarantees with regard to the Rental Equipment. In any event, MMPumps does not provide any guarantees or warranties with regard to the suitability and condition of the Rental Equipment and/or with regard to the suitability of the Rental Equipment for the use intended by the Customer. MMPumps is completely uninvolved with the use intended of the Rental Equipment by the Customer. Notwithstanding Article 1721 of the Belgian Civil Code, MMPumps shall not indemnify the Customer in respect of defects or malfunctions (hidden or otherwise) of the Rental Equipment.
6. The Customer indemnifies MMPumps against all claims from third parties which are in any way related to or arise from the Customer's assignment and/or the work performed for the Customer.



## **TITLE III: Purchase**

### **Article 19. General**

1. If the Customer purchases goods from MMPumps (see the Agreement between MMPumps and the Customer), the provisions of this Title III shall apply (together with the provisions of Title I).
2. MMPumps is not the manufacturer of the goods and acts merely as a reseller of the goods in a B2B context. MMPumps therefore only resells the goods to professionals. The Customer explicitly declares and acknowledges to purchase the goods only for professional purposes and not as a consumer.

### **Article 20. Customer obligations**

1. The Customer is expected to immediately inspect the goods upon delivery with the diligence of a reasonably attentive party. Any visible defects or non-conformities between the goods ordered by the Customer and those delivered by MMPumps must be reported to MMPumps in writing, either at the time of delivery or no later than 24 hours after delivery, with a clear description of the identified defects. If the Customer fails to (promptly) report visible defects or non-conformities, he/she shall be deemed to have accepted the delivered goods or completed work and can no longer hold MMPumps liable for these defects or non-conformities.
2. The return of defective goods for replacement is at the expense and risk of the Customer.
3. If incorrect or defective goods are delivered, the Customer is required to report this to MMPumps within 24 hours of delivery. The correct goods shall be dispatched as soon as possible. Incorrectly delivered goods must be returned.

### **Article 21. Prices and quotations**

1. Prices and quotations provided by MMPumps in catalogues, brochures etc. are for information purposes only and are not binding for MMPumps. MMPumps is entitled to amend its prices.
2. The price that applies to the Agreement is the price specified by MMPumps on the day the Customer concludes the Agreement.
3. An individual price quotation to the Customer shall only be binding for MMPumps if it is made in writing and if the Customer accepts it in writing before the expiry date specified therein.

### **Article 22. Transfer of risk**

MMPumps delivers the goods to the Customer 'ex works' (INCOTERMS 2020). The risk shall therefore be transferred to the Customer when MMPumps presents the goods for delivery to the Customer at one of its warehouses (at the discretion of MMPumps) at (i) Ter Stratenweg 39, 2520 Ranst or (ii) Avenue Vésale 24, 1300 Wavre. As soon as MMPumps declares the goods ready for delivery, MMPumps cannot be held liable for any loss, damage, defects, etc. to the goods. This also applies if the goods are shipped to the Customer, as shipping is always at the risk of the Customer. MMPumps cannot be held liable for the transport or shipping risk.

### **Article 23. Retention of title**

1. Transfer of ownership is only transferred after full payment of the purchase price. As long as the payment has not been effected, the goods shall remain the property of MMPumps and the Customer is not entitled to further dispose of and/or use the goods as security. The fact that the transfer of ownership only occurs after full payment does not affect the fact that the transfer of risk already occurs upon transfer of the goods to the Customer (see Art. 22).
2. If the Customer should fail to fulfil its payment or other obligations, MMPumps is entitled without any notice of default to recover the goods belonging to MMPumps on the basis of retention of title. The repossession of the goods by MMPumps pursuant to the exercise of the retention of title also gives rise by operation of law to the extrajudicial dissolution of the current and/or other pending Agreements between MMPumps and the Customer (including any other rental agreements) and this without prejudice to the obligation of the Customer to pay compensation for damages, loss of profit and interest.

#### **Article 24. Guarantee**

1. Unless explicitly agreed otherwise in writing between the Customer and MMPumps, MMPumps only offers the guarantee provided by the manufacturer of the goods. These terms and conditions are known to the Customer and the Customer expressly declares to have received these terms and conditions upon purchase or, at the latest, upon delivery of the goods. The manufacturer's guarantee terms and conditions can always be provided on request. In the event of a dispute with the manufacturer's guarantee conditions, MMPumps cannot be deemed to be in default.
2. The statutory guarantee period shall in any event not exceed 12 months. The Customer may invoke the manufacturer's guarantee if the Customer establishes a non-conformity of the delivered good. The period for notification of the non-conformity starts from the delivery of the goods. Non-conformities or defects that manifest during the first six ('6') months after delivery are legally presumed to have been present at the time of delivery. If such non-conformities or defects are manifested thereafter, such shall be deemed as not having been present at the time of delivery, subject to evidence to the contrary from the Customer.
3. A 6-month guarantee applies to repairs on (only) the replaced parts. This does not apply to other defects.
4. The Customer may only invoke the manufacturer's guarantee conditions if the Customer can submit proof of purchase (e.g. the receipt, delivery note or invoice).
5. The guarantee is not transferable.
6. The guarantee never applies to defects caused by accidents, worsening of the condition due to negligence, falls, use of the product contrary to the purpose for which it was designed, non-compliance with the instructions for use or manual, heavy-handed use, incorrect assembly, poor or inadequate maintenance, abnormal or incorrect use, for parts subject to wear and tear due to use or other natural wear and tear, as well as defects resulting from wear and tear due to use or natural wear and tear. Defects caused by extension, modifications or alterations to the device are also not covered by the guarantee. The guarantee also does not apply to items with a shorter service life (e.g. wear items).

#### **Article 25. Liability**

1. Unless explicitly agreed otherwise, MMPumps is not deemed to be aware of the specific and/or non-standard application the Customer intends to make of the delivered goods. Consequently,

MMPumps cannot be held liable in this regard. The Customer alone is responsible for the specific use of the delivered goods.

2. Without prejudice to the guarantee conditions of the goods' manufacturer, the Customer may only invoke the warranty for hidden defects for a period of three ('3') months from delivery. Additionally, hidden defects must, under penalty of forfeiture, be reported to MMPumps in writing within fourteen (14) calendar days of their discovery.
3. The indemnification for hidden defects applies solely to the original Customer and is therefore non-transferable. In any event, MMPumps can only be held liable in the event of fraud or gross negligence in relation to one of the essential obligations by itself or one of its agents.
4. Under no circumstances is MMPumps liable for damages to third parties or indirect damages. The Customer cannot hold MMPumps liable for claims, demands, or lawsuits from third parties, nor for any indirect damages the Customer may suffer as a result of non-compliance with the Agreement. This includes, but is not limited to, rescue costs, remediation costs, damage to reputation and image, additional personnel costs, loss of clientele, loss of profit, financial and commercial losses, consequential damages, business interruptions, etc. Furthermore, MMPumps is not liable for damage caused by the Customer's failure to use or apply the goods in accordance with the instructions for use.
5. MMPumps cannot be held liable for damage to goods other than those delivered by MMPumps under the relevant Agreement, nor for damage that may necessarily be inflicted on other goods, products, or works in the context of repairing or replacing the relevant goods.
6. MMPumps cannot be held liable for damage to the goods resulting from improper use by the Customer, nor if the Customer contributed to the damage through his/her own fault or caused the damage intentionally.
7. The liability of MMPumps is, in any event, always and irrevocably limited to one of the following values, whichever is always the lowest:
  - A maximum of the value of the relevant Agreement, or more specifically, the value of the delivered goods, excluding VAT and costs;
  - A maximum of the potential liability of the suppliers of the goods themselves, or;
  - In any event: a maximum limit of €25,000 per year.

MMPumps reserves the right to either perform the necessary replacement deliveries or replacement work, or to reimburse the value thereof. Furthermore, MMPumps cannot be held liable in any way if the potential liability of the supplier can no longer (or never) be invoked for any reason (e.g., in the event of the supplier's bankruptcy).