

**PEERLESS PUMP COMPANY**  
**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PRODUCTS AND SERVICES**

**INTRODUCTION**

**1. APPLICATION**

- 1.1 These General Terms and Conditions of Sale and Delivery of products and services ("**General Terms and Conditions**") apply to the delivery by Sterling Fluid Systems (USA) LLC d/b/a Peerless Pump Company ("**Peerless**") of products, services, and products in connection with services to a Customer ("**Customer**").
- 1.2 The parties have entered into an agreement, when one party's offer is accepted by the other party, without reservations or alterations. Customer's receipt of products or services constitutes acceptance in fact. The offer, the acceptance, the General Terms and Conditions (irrespective of reference or not), and any other documents explicitly accepted by Peerless, constitute the agreement for Customer's purchase of products or services (the "**Agreement**"). In any event, all prior communications leading up to one party's offer are excluded from the Agreement unless otherwise specifically agreed in a writing signed by Peerless. Peerless can change or amend these General Terms and Conditions from time to time, in which case the version of the General Terms and Conditions current at the date of an Agreement applies. Customer must familiarize itself with the version of General Terms and Conditions current at the date of the Agreement. No change or modification to these General Terms and Conditions requested or made by Customer shall be valid unless it is accepted by Peerless and agreed to and executed in writing by both parties. If Peerless and Customer have entered into a separate agreement accepted by both parties in writing, the terms of that agreement shall apply. These General Terms and Conditions shall, however, apply to matters not addressed in the aforementioned agreement.
- 1.3 Customer must ensure that Peerless' acceptance corresponds with Customer's order. If Customer fails to notify Peerless of any non-correspondence without undue delay, Peerless' acceptance will be binding upon Customer. Neither Peerless' acknowledgement of a purchase order or other order documents from Customer nor its failure to object to conflicting, different, or additional terms and conditions in a purchase order or other order documents from Customer will be deemed an acceptance of such terms and conditions or a waiver of the provisions. Customer's issuance of any purchase order or other order documents shall constitute an acceptance of these General Terms and Conditions and shall create a contract of sale exclusively governed by and limited to these General Terms and Conditions. Any additional or different provisions in acknowledgements, purchase orders or in other documents that purport to add to, subtract from, alter, or vary any of these General Terms and Conditions are hereby rejected and objected to in advance and shall not become a part of the Agreement unless otherwise specifically agreed to in a writing signed by Peerless.

**2. INFORMATION BY PEERLESS**

- 2.1 Customer is encouraged to seek any necessary technical advice from a third-party. Peerless is not liable for information given to Customer (or any third party acting on Customer's behalf) before, on or after the Agreement has entered into force, unless the parties have entered into a written agreement including Peerless advice and separate payment for any such advice.
- 2.2 If the parties enter into an agreement based on advice from Peerless, then Peerless' advice is given only within Peerless' field of operation, to Peerless' best knowledge at the time the advice was given and solely based on the information provided by Customer to Peerless.

**PRODUCT SPECIFIC REGULATION**

**3. PEERLESS' INSPECTION**

- 3.1 All products are subject to inspection and standard testing before dispatch from the factory. Peerless may supply a test certificate on Customer's demand and at a charge requested by Peerless. The test certificate is intended to establish the fact that products are manufactured following Peerless specifications unless the products are disapproved by the test.

**4. DELIVERY OF THE PRODUCTS AND TIME OF DELIVERY**

- 4.1 Peerless shall deliver all products at the place and time agreed in writing, provided that Customer has ensured that all technical details and formalities concerning the execution of the Agreement are available to Peerless. Shipment cost will be calculated based on shipping conditions and other information indicated in purchase order at Customer's cost. Any expedite service, change to delivery instructions and further re-forwarding will be at Customer's expense and risk. By placing a purchase order, Customer agrees to pay any shipment and additional delivery costs charged for or in connection with the product delivery. The timeline stated on the quotation and/or the order confirmation by Peerless is a non-binding estimate only and does not constitute an agreement on time of delivery. If the parties have not agreed on a time of delivery, then Peerless will deliver within reasonable time from the time the order confirmation is issued. Customer may request delivery in advance of the normal shipping date designated by Peerless, subject to an express fee of 12% of the purchase order value or \$50.00 (excluding taxes), whichever is greater, on purchase

orders less than \$10,000.00 (excluding taxes). For purchase orders greater than \$10,000.00 (excluding taxes) an express fee will be agreed separately between the parties. This charge does not guarantee that Peerless will ship a product on or before the date requested by Customer. If the product is not shipped on or before the Customer's requested shipping date, the express fee will not apply.

If Customer or Customer's agent does not take a delivery within 10 days from the date of Peerless' notification that a product is ready for collection, the Agreement will be cancelled and subject to a cancellation fee, cf. clause 4.55.

PEERLESS SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY KIND (INCLUDING LIQUIDATED or CONSEQUENTIAL DAMAGES) RESULTING FROM ANY DELAY IN DELIVERY OR FAILURE TO DELIVER THE EQUIPMENT OR SERVICE, UNLESS AGREED IN ADVANCE AND IN WRITING PRIOR TO ACCEPTANCE OF THE ORDER.

- 4.2 If products are not delivered 180 days after the agreed delivery date (if any), Customer may terminate for cause, by written notification, the part of the Agreement concerning products in delay.
- 4.3 If Customer does not take delivery (full or partial) on the date delivered, Customer shall pay as if delivery had been made, and Peerless is entitled to damages from Customer for any loss suffered due to non-delivery plus additional transportation and storage fees of 3% of the product price per each month of delay. Peerless may alternatively terminate the Agreement (or part thereof) and claim damages from Customer for any loss suffered caused by non-delivery, including any additional transportation costs and a cancellation fee, cf. clause 4.55.
- 4.4 Peerless may deliver the products by instalments in any sequence.
- 4.5 No Agreement can be cancelled in part or in full without the prior written acceptance by Peerless. If cancellation is approved by Peerless, Peerless shall impose a cancellation fee. The minimum cancellation fee shall be 30% of the value of the cancelled product (excluding taxes), and the maximum cancellation fee shall be the full price of the product (excluding taxes), as necessary for Peerless to cover Peerless' actual costs of material, fabrication costs, special engineering costs and the costs associated with testing, handling, and accounting.
- 4.6 Except to the extent Peerless is required to do so by law, no products can be returned without the prior written acceptance by Peerless. If a return is approved, Peerless will accept the return of products of proper quality under the following conditions and charges:
- (i) Customer must return the product within 60 days from the delivery date subject to Peerless' authorization and pursuant to a written Return Material Authorization ("**RMA**"). Peerless will not be under any obligation to accept products of proper quality returned by a Customer after that time period or without RMA;
  - (ii) If Peerless accepts the return of a product, the product returned must be accompanied by Peerless RMA, the original invoice number, date of purchase, purchase order number and a reason for return. Freight and insurance for products to be returned to Peerless must be pre-paid by Customer;
  - (iii) All products must be returned in their original packaging, unsoiled, undamaged and in an immediate resalable condition. Any returned product will be subject to an inspection. If after inspection, Peerless accepts the returned product, credit will be issued for the purchase price less restocking fee applied as per clause 4.5; and
  - (iv) If Customer does not follow Peerless return instructions as per RMA, the approval will be reversed, and the claim rejected. In this case, the product will be returned to Customer at Customer's cost.

**5. RISK AND TITLE**

- 5.1 The risk of loss or damage in the delivered products will pass to Customer as per the applicable Incoterms 2020 specified in the Agreement. If no Incoterm 2020 has been specified in the Agreement, the parties agree to EXW Incoterms 2020, and the risk of loss or damage, including risk during the loading, reloading, and unloading, in the delivered product will pass to Customer as per the EXW Incoterm 2020.
- 5.2 For products delivered in connection with service, the risk of loss or damage to the products will pass to Customer on completion of the services. However, if the products are delivered together with the services, but so that the products are temporarily placed at Customer's/end-user's site until installation (without Peerless being present at the site), the risk of the products passes to Customer when Peerless delivers the products to the site.
- 5.3 Ownership of the products will not pass to Customer until Peerless has received payment in full. If Customer does not pay, Peerless is entitled to take back the products at the sole cost of Customer. Such retention of ownership does not affect the passing of risk.

**6. EXAMINATION**

- 6.1 Immediately upon delivery of products (not delivered and installed in connection with service), Customer shall examine the products for any visible defects, or shortage, and ensure that the delivered products comply with the order confirmation. If Customer does not make such examination



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- and notify Peerless accordingly (if relevant) without delay, Customer shall forfeit its right to claim any defects in the delivered products, which Customer could have discovered during such examination.
- SERVICE SPECIFIC REGULATION**
- 7. DELIVERY OF SERVICES AND TIME OF DELIVERY**
- 7.1 Peerless shall perform the services in accordance with industry standards.
- 7.2 Peerless shall perform the services at the agreed place and time, provided that all technical details and formalities concerning the execution of the Agreement are available to Peerless.
- 7.3 Peerless shall perform the services during normal working hours according to Peerless' policy at the time of performance and delivery (weekends and national holidays are outside normal working hours). The parties may agree that Peerless shall perform work outside normal working hours; Peerless will invoice for such hours at Peerless' applicable rates.
- 7.4 If Peerless has not performed and delivered the services 90 days after the agreed delivery date, Customer is entitled to terminate for cause, by written notification, the part of the Agreement in delay.
- 7.5 Clause 4.3 shall apply if Customer does not take delivery of the services or part thereof as agreed.
- 7.6 In due time before Peerless' performance of the services, Customer shall inform Peerless, if the performance of services will require more than one person. If Customer fails to do so, Peerless may invoice all accrued costs to Customer, also without completion of the services.
- 7.7 Peerless shall be entitled to sub-contract any of its obligations without the consent of Customer. Peerless is liable for any acts or omissions of its sub-suppliers.
- 8. CUSTOMER'S OBLIGATIONS**
- 8.1 Customer shall (at its sole cost) and where relevant ensure that its Customers' and end-users':
- (a) co-operate with Peerless in all matters relating to the delivery of the services;
  - (b) provide to Peerless and its representatives access to Customer's premises and other facilities as reasonably required for the delivery of the services;
  - (c) provide adequate lighting, heating, power, ventilation and draining as per Peerless' reasonable requirements;
  - (d) inform Peerless' engineer or representatives on each visit about any unsatisfactory running or irregular performance of the product on which Peerless is performing services;
  - (e) provide to Peerless with such documents, information, tools, and materials required by Peerless for the proper provision of the services ("In-Put Materials") and ensure that the In-Put Material is accurate in all material respects;
  - (f) ensure that all In-Put Materials are in good working order and suitable for the purposes for which they are used in relation to the services;
  - (g) prepare and maintain the relevant premises for the supply of the services, including identifying, monitoring, removing, and disposing of any hazardous materials following all applicable laws, before and during the performance of the services;
  - (h) inform Peerless of all health and safety rules and regulations and any other reasonable security requirements that apply at Customer's premises;
  - (i) obtain and maintain all necessary permits, authorizations, licenses, approvals, and consents and comply with all relevant legislation enabling Peerless to (i) deliver the services at Customer's premises and (ii) to use the In-Put Materials;
  - (j) warrant that Customer is the rightful owner of any equipment or system to be serviced; and
  - (k) to the extent that it may interfere with the performance of the services, not provide or grant access to any equipment or system to be serviced to any third party for examination or disassembly.
- GENERAL REGULATION**
- 9. PRICE, PAYMENT TERMS AND INVOICING**
- 9.1 The price for the products and services is based on delivery EXW (cf. Incoterms 2020) and is as stated by Peerless in the published price list and in Peerless' quotations. Peerless can change the price for the products and services in the published price list at any time without notice. If a published price changes after the placement of an order for products or services, Peerless may, at its option, provide the updated price to Customer for acceptance. If Customer does not accept the updated price, then Peerless shall have the option to cancel the Customer's order with Peerless' sole obligation being to refund any payment already made by Customer. All other costs, including packing for storage, freight, insurance, taxes, customs, duties and import/export fees, or any other item specified in the price list or quotation shall be paid by Customer on top of the product price unless otherwise stated in the quotation. In case the parties agree on EXW (Incoterms 2020) or any Customer assigned/designated carrier, Peerless will charge an additional handling fee of \$100 (excluding taxes).
- 9.2 Customer shall submit a purchase order via Peerless Extranet, EDI or by other means acceptable to Peerless. Minimum value for Extranet and EDI order values is \$150 (excluding taxes). Faxed or emailed purchase orders must be a minimum value of \$300 (excluding taxes). Purchase order values less than the stated minimum value will be automatically adjusted to the minimum order values listed in this clause 9.2.
- 9.3 Any changes or modifications to a purchase order or to the Agreement requested by Customer are subject to a minimum change fee of 12% of the purchase order value (excluding taxes) or a \$300 charge (excluding taxes), whichever is greater, plus the actual cost of the product or service change. This fee will apply every time when Customer makes changes to the same purchase order.
- 9.4 Peerless will invoice Customer upon shipment. Customer shall pay Peerless within 30 days from the date of the invoice or as stated in the order confirmation. These terms apply to both partial and complete shipments. Subject to a review of Customer's credit history, additional payment terms and/or progress payments may be required, which payment terms or progress payments shall be agreed to in writing.
- 9.5 Any amount payable by Customer is exclusive of amounts in respect of value added tax, sales tax or other excise duties chargeable. Customer shall pay any of the aforementioned at the same time as payment is due for related products or services.
- 9.6 Following applicable law, Customer shall (i) pay withholding taxes directly to the appropriate government entity as required by applicable law; (ii) upon request, provide a tax certificate to Peerless evidencing that Customer has paid withholding taxes; (iii) pay Peerless only the net proceeds after Customer has paid withholding taxes; and (iv) fully cooperate with Peerless in seeking a waiver or reduction of withholding taxes and promptly complete and file all relevant documents.
- 9.7 If Customer does not pay on the due date, Peerless may, with no effect on any other right or remedy that Peerless may have under applicable law, claim payment for reminders, collection charges and interest. Interest is fixed at the highest interest rate under applicable law. Interest will accrue daily from the due date until actual payment of the overdue amount. Peerless may also (i) make further supply subject to guaranteed payment and suspend other deliveries until Customer has provided the guarantee required by Peerless; or (ii) suspend the provision of further deliveries until Customer has paid the overdue amounts in full.
- 9.8 If Customer does not pay overdue invoices or in the event of termination of the Agreement, then all payments payable to Peerless, become due for immediate payment.
- 10. WARRANTY**  
**THE WARRANTY**
- 10.1 Peerless warrants to deliver the products and services in accordance with the Agreement. A product is defective only if it is not delivered in accordance with the Agreement due to faulty material, design, or manufacturing on the part of Peerless or a third party acting on Peerless' behalf.
- 10.2 Without altering the general nature of Clause 10.1, damage is not covered by the warranty if due to (including); ordinary wear and tear; use of the products for applications for which they are not intended; installation of the products in an environment not suitable for the products in question; modifications, alterations or repair of the products or services undertaken by Customer or a third party (not acting on Peerless' behalf); failure to follow Peerless' instructions, e.g. in its installation-, operation-, maintenance- or service manual; installation, commissioning, operation (e.g. use of any Peerless product outside its specifications) or maintenance not in accordance with Peerless installation-, operation-, maintenance- or service manual or with good industry practice; use of faulty or inadequate ancillary equipment in combination with the products or services; the application of spare parts of poor quality (excluding the application of any Peerless original spare parts); accidental or intentional damage or misuse of the products or services by Customer or third party (not acting on Peerless' behalf); and Customer's or its own product's non-compliance with applicable law and regulation. In addition, the warranty does not cover that a product is fit for a particular purpose or will be able to meet its specifications in the actual application.
- WARRANTY PERIOD**
- For the warranty to apply, Customer must notify Peerless of a defect without undue delay and after Customer becomes or should have become aware of the defect and in no event less than 30 (thirty) days after the defect occurred, and (i) for all products Customer must in every respect notify Peerless no later than 12 months from the date of installation of the product, however no later than 18 months from the date of shipment; (ii) for all spare parts and replacement parts Customer must in every respect notify Peerless no later than 12 months from the date of shipment; and (iii) for services (not including repair of a product outside of the warranty), Customer must notify Peerless no later than 12 months from the performance of the services (the "Warranty Notification Period").



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- Products sold by Peerless but manufactured by others are subject to the warranty granted by the manufacturer of said products and not by Peerless warranty.
- Any extended warranty is subject to the particular warranty terms set out by Peerless in writing.
- In case of remedy of defects, the original Warranty Notification Period related to the product and services as such remains the same after remedy (including where the whole product is replaced).
- In case of a repair of a product outside of the warranty, the Warranty Notification Period will be 90 days from the date of repair.
- REMEDY OF DEFECTS**
- 10.3 Subject to the terms of the Agreement, Peerless shall remedy defective (parts of a) product or services covered by the warranty. Peerless in its sole discretion decides whether Peerless remedies by repair or replacement (in whole or part) of the defective (part of the) product or services. Peerless remedies defects within normal working hours.
- 10.4 Place of remedial works is as follows:
- (a) For products covered under Peerless' warranty and products delivered in connection with services, Customer must return the defective product to Peerless or otherwise as per Peerless instructions for repair or replacement, unless Peerless decides that the remedial works will take place at the place of delivery or the site of the end-user.
- (b) Peerless reserves the right in its sole discretion to inspect and repair or replace the defective product at the site of installation, subject to clauses 10.6 and 10.7 Customer's acceptance.
- (c) For services, Peerless inspects and repairs or replaces the defective services at the site of installation of the end-user.
- 10.5 Peerless shall cover its costs for repair or replacement of defective products and services but Peerless' obligation to repair or replace shall not exceed the purchase price of the defective product or service. However,
- (a) Costs of transportation relating to a defective (part of a) product and products delivered in connection with services, are allocated as follows:
- (i) Customer covers any expenses related to transport, of the (part of the) product to Peerless or otherwise as per Peerless instructions, as well as travelling cost and travelling time of Peerless' personnel to the site if a defect is assessed at the site on Customer's request.
- (ii) Peerless covers any expenses related to transport, of the (part of the) product rectified under the warranty from Peerless' site back to Customer;
- (iii) If Peerless in its sole discretion decides to inspect a defective product at the site, then Peerless covers all transportation costs and relating travelling cost and travelling time of Peerless' personnel to and from the location of the product for inspection purpose if it is found that the defect is covered under the warranty.
- (b) Customer covers any expenses for dismounting and mounting, deinstallation and reinstallation.
- (c) Customer covers Peerless' expenses related to waiting time caused by Customer.
- (d) If it shows that a product subject to repair or replacement did not suffer from a defect, Customer shall cover all expenses related hereto, including transportation, travel expenses and labor costs. Peerless may charge an amount calculated based on Peerless' pricelist to cover any expenses related to such service.
- 10.6 Defective products must be returned together with proof of purchase, proof of installation date, failure date, and any other installation support data and accompanied by an authorization for the return material ("RMA") issued by Peerless. Unless requested by Peerless, the product may not be disassembled prior to remedy. Any failure to comply herewith will render the warranty void.
- 10.7 Peerless may refuse – and will not be liable, in contract, tort (including negligence), breach of statutory duty or otherwise – to remedy defects, if Peerless considers that such remedy may cause harm to the environment or injury to people.
- Products exposed to toxic materials or used in a mining application must be accompanied by the following documents: (1) Decontamination, (2) Certificate of Cleanliness (COC), and (3) MSDS/SDS Forms. For products remedied at end-user's site, only Certificate of Cleanliness (COC) must be provided. Products that have been exposed to radioactive materials will not be accepted in return by Peerless.
- 10.8 THE REMEDY OF REPAIR OR REPLACEMENT IS THE ONLY REMEDY AVAILABLE TO CUSTOMER FOR DEFECTIVE PRODUCTS OR SERVICES. SUBJECT TO PEERLESS' OBLIGATIONS AS REGARDS PRODUCT LIABILITY, CF. CLAUSE 11, PEERLESS HAS NO OTHER OR FURTHER LIABILITY TO CUSTOMER WHETHER FOR BREACH OF AGREEMENT, NEGLIGENCE OR OTHERWISE IN RESPECT OF ANY DEFECT IN A PRODUCT OR SERVICE.

**11. PRODUCT LIABILITY**

- 11.1 Peerless' liability for personal injury (including death or injury) and damage to real and personal property to Customer, caused by defective products is limited to the extent set out in Clause 12, but Peerless' total liability as described in Clause 12.2 for damage to real and personal property is limited to a maximum amount set out in Clause 12.2. Customer assumes all product liability, which is not allocated to Peerless in this Clause 11.1.

**12. LIMITATION OF LIABILITY**

- 12.1 To the extent permitted by applicable law, neither party is liable (in contract, tort, including negligence, breach of statutory duty or otherwise) for loss of production, loss of turnover, loss of profit, loss of business opportunity, loss of data, loss of savings, loss of goodwill, loss relating to unauthorized access to data or systems, loss as a result of business interruption, or any other indirect or consequential losses of any kind whatsoever arising under, relating to or in connection with the Agreement or a breach hereof. Peerless is not liable for any liquidated damages, penalties and similar contractual liabilities levied against the Customer by a third party.

- 12.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, PEERLESS' TOTAL LIABILITY (INCLUDING IN REGARD TO PAYMENT OF LIQUIDATED DAMAGES (IF ANY) AND THIRD-PARTY CLAIMS) TOWARDS CUSTOMER IN RESPECT OF ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, UNDER INDEMNITY OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO 30 % OF THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THE AGREEMENT (EXCL. ANY VAT AND TAXES) ON WHICH THE CLAIM IS BASED.

- 12.3 The limitations set out in Clause 12.1 and 12.2 do not apply to the extent Peerless intentionally or in gross negligence causes Customer to suffer a loss.

- 12.4 The parties agree that the price for the products and services reflects the balance of the parties' rights and obligations under the Agreement, also including the limitations in Clause 12.

- 12.5 If Customer bases a claim on losses deriving from more than one agreement or from one or more agreements in combination with a Peerless company's delivery of products or other services, then Peerless' total liability (if any) will be allocated to the different supplies based on each such supplies' contribution to the claimed losses. Each allocated part of the total liability will be determined in accordance with the legal basis applicable between the parties for the said part of the total losses, including any agreed limitation of liability.

**13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1 Customer shall use the products in a manner that does not infringe third party rights.

- 13.2 Nothing in the Agreement or otherwise transfers or assigns any intellectual property rights, in or arising out of or in connection with the products or services and in any manuals or documentation given by Peerless to Customer.

**14. INDEMNIFICATION**

- 14.1 WITH RESPECT TO ANY PROCEEDING BROUGHT BY SOMEONE OTHER THAN CUSTOMER AGAINST PEERLESS AND THAT ARISES OUT OF OR IN CONNECTION WITH THE AGREEMENT, CUSTOMER'S PURCHASE OR USE OF THE PRODUCTS AND/OR PURCHASE OF SERVICES, CUSTOMER'S REPRESENTATIONS REGARDING PEERLESS' PRODUCTS AND/OR SERVICES, OR THE USE OF THE PRODUCTS AND/OR SERVICES BY SOMEONE OTHER THAN CUSTOMER, CUSTOMER SHALL INDEMNIFY PEERLESS AGAINST ALL LOSSES ARISING OUT OF THAT PROCEEDING, EXCEPT TO THE EXTENT THAT PEERLESS INTENTIONALLY OR ACTING WITH GROSS NEGLIGENCE CAUSED THOSE LOSSES. "PROCEEDING" MEANS ANY JUDICIAL, ADMINISTRATIVE, OR ARBITRATION ACTION, SUIT, CLAIM, INVESTIGATION, OR ANOTHER PROCEEDING. "LOSSES" MEAN ANY LITIGATION EXPENSES (INCLUDING ANY REASONABLE OUT-OF-POCKET EXPENSE INCURRED IN DEFENDING A PROCEEDING OR IN ANY RELATED INVESTIGATION OR NEGOTIATION) AND ANY LOSS (INCLUDING ANY AMOUNT AWARDED IN, OR PAID IN SETTLEMENT OF, ANY PROCEEDING).

**15. DRAWINGS AND DESCRIPTIONS**

- 15.1 Any information of weight, dimensions, capacity, price, technical and other data given in catalogues, leaflets, circular letters, advertisements, pictures and pricelists is approximate only.

- 15.2 All drawings and descriptions supplied by Peerless remain the property of Peerless and may not be copied, reproduced, passed on to or in any other way communicated to a third party without permission from Peerless. Customer receives the ownership of drawings and descriptions necessary for the proper installation, starting, operation and maintenance of the products. Upon Peerless' demand, Customer shall treat this data confidentially.

**16. CHANGES**

- 16.1 Peerless shall have the right to make any changes to the products and services, which are necessary to comply with applicable law or safety requirements, or which do not significantly affect the nature or quality of



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the products and services negatively. If Peerless requests other changes, Customer shall not unreasonably withhold or delay consent to such requests.

**17. CONFIDENTIALITY**

17.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, prices, inventions, processes, initiatives, and any other information concerning the disclosing party's business, its products and services which are of a confidential nature (confidential information) and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents, or subcontractors (representatives). The receiving party shall not use confidential information of the disclosing party for purposes other than the performance of its obligations under the Agreement, including (except as permitted by applicable law) not to reverse engineer the products and any software in the products. The receiving party may only disclose confidential information to those of its representatives who need to know to discharge the receiving party's obligations and rights under the Agreement and shall ensure that such representatives comply with the obligations set out in this Clause 17 as though they were a party to these terms.

17.2 The obligations under this Clause 17 apply from the execution of the Agreement and – subject to applicable law – for a period of 5 years after the Agreement expires or is terminated.

**18. FORCE MAJEURE**

18.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, failure to perform or any of its obligations that is caused by an event or condition beyond the reasonable control of either party, including, but not limited to: acts of God, fire, hurricane, flood, explosions, strike, boycott, labor disputes, epidemics, pandemics, viral emergencies or acts of Government Authority ("**Force Majeure**"). In the event of a Force Majeure, the parties agree to suspend the affected party's obligations until the Force Majeure situation ceases to exist, and such affected party shall not be liable for any kind of losses or damages whatsoever incurred during the period of Force Majeure.

18.2 Either party may terminate the Agreement with immediate effect upon notice to the other party if the period of Force Majeure continues for a period of 3 consecutive months. In case of termination due to such circumstances, neither party shall be liable to the other for such termination. However, such termination will not affect any pre-existing liabilities or claims or any other provisions of the Agreement.

**19. TERMINATION**

19.1 If a party materially breaches its obligations under the Agreement, the other party may, with no effect on its other rights and remedies, terminate the Agreement for cause with immediate effect, *if* either such material breach is incapable of remedy; *if* the defaulting party to the Agreement has failed to remedy within 30 days after receiving notice requiring it to do so; or *if* – for material breaches that due to their nature are incapable of remedying within the 30 days period – such remedy has not been initiated within 30 days after receiving notice requiring it to do so. The above-mentioned does not affect any other termination rights given under the Agreement.

19.2 Termination of the Agreement (regardless of the cause) will not affect those provisions of the Agreement which, by nature or necessity, provide that they operate after any expiration.

**20. PERSONAL DATA**

20.1 Peerless processes personal data following applicable data protection laws. To learn more visit Peerless' website where the Peerless privacy notice is available.

**21. MISCELLANEOUS**

21.1 The Agreement may not be transferred or assigned in whole or in part by operation of law or otherwise by Customer, without the prior written consent from Peerless. Without prior notice, Peerless may assign rights and obligations under the Agreement.

21.2 The products must bear a Peerless nameplate, including Peerless' trademarks. A party does not have the right to use the other party's trade names, trademarks, logos or other signs or identification symbols unless the prior written consent of the other party.

21.3 Capitalized words and phrases not otherwise defined in these General Terms and Conditions have the same meaning in all parts of this Agreement unless the context dictates otherwise.

21.4 A quotation by Peerless is valid for a period of 30 days from the date of issuance unless Peerless has specified otherwise in the quotation. Peerless reserves the right to alter quotations before the expiry of the validity period if Customer has not placed a purchase order. Peerless may at any time without being liable correct typographical, clerical, or other errors or omissions in sales material, quotations, price lists, order confirmations, invoices or other documents or information issued by Peerless.

21.5 No waiver of any term or condition or the breach of any term or condition of this Agreement shall constitute a waiver of any subsequent breach of such term or condition.

**22. EXPORT CONTROL AND SANCTIONED PARTIES**

22.1 Any delivery covered by the Agreement may be subject to export control and trade sanction rules, including such rules of among others the European Union, United Nations, and the United States of America.

22.2 It is a condition for Peerless' delivery of products and services to Customer that Customer comply with all applicable export control and trade sanction rules, including having relevant compliance procedures and controls.

22.3 If due to export control and trade sanction rules, Peerless considers that it is or will be prohibited, hindered, restricted or significantly adversely affected in complying with its obligations under the Agreement, Peerless may cancel or postpone the delivery of the products or services. In such cases, Peerless will not be liable for any direct or indirect claim or loss.

22.4 To enable authorities or Peerless to conduct checks on Customer's compliance with the export control and trade sanction rules, or in support of Peerless' applications to the appropriate authorities in connection with the export and/or sale of the products and/or services under the Agreement, Customer shall - upon reasonable request from Peerless - promptly provide to Peerless all information on the particular end-user, the parties involved in the delivery, the particular destination(-s) and the particular intended use of the products and/or services.

**23. LAW AND VENUE**

23.1 This Agreement and any dispute or claim arising out of or in connection with it or its formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of the State of Indiana, without reference to the conflict of laws or principles thereof which may cause the application of the laws of another state.

23.2 The parties agree to the jurisdiction of the Federal and state courts of State of Indiana to settle any dispute or claim relating in any manner to this Agreement, except that Peerless may pursue a claim for payment in any forum before any court of competent jurisdiction.

**24. SEVERABILITY**

24.1 If any court of proper jurisdiction finds any provision(s) contained herein to be null and void, then such provision(s) shall be severed, and the remainder of this Agreement shall remain in full force and effect as it is written.

