

Grundfos Australia Terms & Conditions of Sale of Products and Services

Version: 01 September 2026

INTRODUCTION

1. APPLICATION

1.1 These General Terms and Conditions of Sale and Delivery of Products and Services (“General Terms and Conditions”) govern Grundfos Pumps Australia Pty Ltd ABN 90 007 920 765 of 515 South Road, Regency Park, South Australia 5010 (“Grundfos”) sale and delivery of any Products and/or Services to the Customer.

1.2 In the event of any conflict between these General Terms and Conditions and a separately executed framework agreement, sales agreement or other written agreement between Grundfos and the Customer, the terms of such separately executed agreement shall prevail. These General Terms and Conditions shall, however, apply to matters not addressed in the aforementioned agreement.

1.3 Notwithstanding Clause 1.1, these General Terms and Conditions do not apply to digital services. Such digital services are governed by separate legal terms, which the Customer must accept as a condition of accessing Grundfos’ digital services or separately, as applicable.

1.4 The parties enter into an agreement when one party’s offer is accepted by the other party without reservations or alterations. The Customer’s receipt of Products or Services constitutes acceptance in fact. The offer, acceptance, General Terms and Conditions, (irrespective of reference or not), and any other documents expressly accepted by Grundfos constitute the agreement for the Customer’s purchase of Products or Services (“Agreement”). Grundfos may change or amend these General Terms and Conditions from time to time, in which case the version current at the date of the purchase order applies. The Customer must familiarise itself with the version current at the date of purchase order placement. Any promotions and bargains offered by Grundfos to Customers are subject to these General Terms and Conditions. If the Customer seeks to amend these General Terms and Conditions, it must provide its comments to Grundfos within 5 business days after receiving a purchase order confirmation. Any changes become effective only if accepted by Grundfos, recorded in writing and duly signed by both parties.

1.5 Customer must ensure that Grundfos’ acceptance corresponds with Customer’s offer. If Customer fails to notify Grundfos of any non-correspondence without undue delay, Grundfos’ acceptance will be binding to the Customer. Neither Grundfos’ acknowledgement of a purchase order nor its failure to object to conflicting, different, or additional terms and conditions in a purchase order will be deemed an acceptance of such terms and conditions or a waiver of the provisions.

2. INFORMATION AND ADVICE BY GRUNDFOS

2.1 The Customer is encouraged to seek any necessary technical advice from a third party. Grundfos is not liable for information or advice given to the Customer, or any third party acting on the Customer’s behalf, before, on or after the Agreement enters into force, unless the parties have entered into a written agreement covering Grundfos’ advice and separate payment for that advice.

2.2 If the parties enter into an agreement based on information and/or advice from Grundfos, Grundfos’ advice is given only within Grundfos’ field of operation, to Grundfos’ best knowledge at the time the advice is given and solely based on the information provided by the Customer to Grundfos.

PRODUCT SPECIFIC REGULATION

3. GRUNDFOS’ INSPECTION

3.1 All Products are subject to inspection and standard testing before dispatch from the factory. Grundfos will supply a test certificate upon the Customer's request, provided that such request is made no later than the time of the purchase order and subject to a fee. The test certificate establishes that the Products are manufactured following Grundfos' specifications.

4. DELIVERY OF THE PRODUCTS AND TIME OF DELIVERY

4.1 Grundfos shall deliver all Products at the Customer's ship-to address registered with Grundfos or to 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 Grundfos.

If Customer requests a direct delivery to alternative address (other than a registered ship-to), an additional direct delivery charge \$10 plus GST will apply.

4.2 Freight charges will apply to all Products at the rates advised by Grundfos from time to time. Freight charges for non-standard or air freight will apply as specified in the relevant Grundfos quotation.

4.3 If the Products are not delivered on the agreed delivery date due to Grundfos' fault, the Customer may claim documented damages up to a maximum of 5% of the purchase price of the delayed Products. If the Products are not delivered 90 days after the agreed delivery date, the Customer may terminate, by written notice, the part of the Agreement concerning the delayed Products. The remedies set out in this Clause 4.3 constitute the Customer's sole and exclusive remedies for Grundfos' delay in delivery of the Products.

4.4 The Customer may not cancel or return Products without Grundfos' prior written approval. Any approved cancellation or return is subject to applicable Grundfos procedures and will incur reasonable cancellation, return, or restocking charges. Except to the extent required by the Australian Consumer Law, Grundfos will accept the return of Products of proper quality only under the following conditions and charges:

(i) Customer must return the Product within 60 calendar days from the delivery date. Grundfos will not be under any obligation to accept Products of proper quality returned by a Customer after that time period.

(ii) \$75 + 15% of invoice value for Products delivered from stock and \$75 + 30% of invoice value for Products assembled or supplied to order will apply to each Product returned under this Clause 4.4. Return of all other Products requires Grundfos' written approval, which will include the conditions and charges applicable to the return.

(iii) Customer shall notify Grundfos in writing at auorders@sales.grundfos.com of any Product return and await Grundfos' written consent accompanied by an official approval document number. If Grundfos accepts the return of a Product, the Product returned must be accompanied by Grundfos official approval document number, the original invoice number, date of purchase, purchase order number and a reason for return. Freight and insurance for Products to be returned to Grundfos must be pre-paid by the Customer. If Customer does not follow Grundfos return instructions as per the official approval document, the approval will be reversed and the claim rejected.

(iv) All Products must be returned to 515 South Road Regency Park SA 5010 in their original packaging, unsoiled, undamaged and in an immediate resalable condition.

(v) Only Product returns compliant with this clause 4.4 provide a sufficient reason for Credit Claim as per clause 9.7. Non-compliant returns will not be accepted by Grundfos and will not affect Customer's payment balance.

(vi) Nothing in this clause 4.4 affects Customer's right to claim against Grundfos for a faulty Product under Grundfos' warranty or under the Australian Consumer Law.

4.5 Any suspension of an order or postponement of the agreed delivery date requested by the Customer requires Grundfos' prior written consent and may be subject to additional charges. Any approved suspension or postponement is temporary and may not continue beyond the period

agreed by the parties. Upon expiry of that period, Grundfos may treat the suspension or postponement as a cancellation by the Customer. Where the Products have been completed, Grundfos may invoice the full contract price and charge reasonable storage and related costs. Where the Products have not been completed, Grundfos may apply charges in accordance with Clause 4.4.

4.6 Grundfos may deliver the Products by instalments in any sequence. Grundfos annually sets a Customer Credit Limit, which is a maximum unpaid amount for Products sold and/or Services rendered that Grundfos allows to the Customer at any moment. The Credit Limit is determined by Grundfos based on Customer's payment history and can be reduced or cancelled at Grundfos' discretion if Customer is in default of Grundfos' payment terms. Grundfos may reject the purchase order if the Customer has exceeded its Credit Limit or otherwise breached these General Terms and Conditions.

5. RISK AND TITLE

5.1 Grundfos' term of delivery of Products is DAP, unloading excluded (cf. Incoterms 2020) at the place of delivery as specified in the Agreement. Product price is not subject to adjustment if a Product is collected from Grundfos site (with Grundfos consent) by the Customer or Customer's agent.

5.2 For Products delivered in connection with Service, the risk of loss of 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 Grundfos being present at the site), the risk of the Products passes to Customer when Grundfos delivers the Products to the site.

5.3 Ownership of the Products will not pass to Customer until Grundfos has received payment in full. If Customer does not pay, Grundfos is entitled to take back the Products at the sole cost of Customer. Such retention of ownership does not affect the passing of risk.

5.4 The Customer acknowledges that Grundfos has a 'purchase money security interest' for purpose of the Personal Property Security Act 2009 (Cth) (the PPSA) in the Products to the extent that it secures payment of the amount owing in relation to the Products until the title passes to the Customer in accordance with clause 5.3. Grundfos is entitled to take any actions, ensuring the security interest is enforceable, perfected and otherwise effective. Grundfos does not need to give any notice under the PPSA (including the notice of a verification statement) unless notice is required under the PPSA and cannot be excluded. The parties agree that they are not required to disclose any information of the kind referred to in section 275(1) of the PPSA. In case of repeated supply, Grundfos may make a single registration against the Customer, which will be valid for one or more security interests arising from all Products supply under these General Terms and Conditions.

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 and notify Grundfos 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 Grundfos shall perform the Services professionally and skilfully.

7.2 Grundfos 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 Grundfos.

7.3 Grundfos shall perform the Services during normal working hours according to Grundfos' policy at the time of performance and delivery (weekends and national holidays are outside normal

working hours). The parties may agree that Grundfos shall perform work outside normal working hours; Grundfos will invoice for such hours at Grundfos' applicable rates.

7.4 If the Services are not delivered at the agreed place and time due to Grundfos' fault, then the Customer may claim documented damages up to maximum 5% of the purchase price of the Services in delay. If Grundfos 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. The remedies set out in this Clause 7.4 constitute the sole and exclusive remedies available to the Customer for Grundfos' delay in delivery of the Services.

7.5 If the Customer does not take delivery of the Services as agreed, the provisions of Clause 4.4 relating to suspension, postponement, cancellation and associated charges apply to the Services.

7.6 Grundfos shall use reasonable efforts to comply with the Customer's health, safety and security requirements communicated in writing before the Agreement is concluded. Grundfos shall not be liable for any delay or failure in performance to the extent caused by compliance with such requirements.

7.7 Unless otherwise agreed, Grundfos will perform the Services by one person. In due time before Grundfos' performance of the Services, the Customer shall inform Grundfos if the performance of the Services will require more than one person. If the Customer fails to do so, Grundfos may invoice all accrued costs to the Customer, whether or not the Services are completed.

7.8 Grundfos shall be entitled to sub-contract any of its obligations without the consent of Customer. Grundfos is liable for any acts or omissions of its sub-suppliers.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall, at its sole cost and where relevant, ensure that it, its customers and/or end-users cooperate with Grundfos in the performance of the Services and provide access to premises, suitable working conditions, (including utilities), accurate information, and all necessary documents, materials, permits and consents. The Customer shall ensure that premises are safe and prepared in compliance with applicable laws, including in relation to management of hazardous materials, and shall inform Grundfos of any relevant health, safety and security requirements. The Customer further warrants that it owns, or has authority in relation to, the equipment to be serviced and shall not permit any third-party interference that may affect the Services.

GENERAL REGULATION

9. PRICE, PAYMENT TERMS AND INVOICING

9.1 The price for the Products and Services is as stated by Grundfos in the published price list and in Grundfos' quotation. Grundfos may change prices in its price list at any time on 30 days' prior written notice. If a price change occurs after the Customer places an order, Grundfos may condition acceptance or performance of the order on the Customer's acceptance of the revised price. If the Customer does not accept the revised price, Grundfos may cancel the order without liability, except for the refund of any amounts paid by the Customer in respect of the cancelled order.

A quotation by Grundfos is valid for a period of 15 days from the date of issuance unless Grundfos has specified otherwise in the quotation. Grundfos reserves the right to alter quotations before the expiry of the validity period if Customer has not placed a purchase order.

Customer shall submit a purchase order via Grundfos Extranet or at auorders@sales.grundfos.com that is consistent with the terms of the quotation or Price Book (as applicable) and these General Terms and Conditions. An order processing fee of \$15 plus GST per purchase order applies to all purchase orders placed via email, fax or any means other than Grundfos Extranet.

9.2 Grundfos will issue an invoice for Products at the date the Products are shipped (regardless of Incoterms). For Services, Grundfos will invoice Customer upon performance. Customer shall pay Grundfos as stated in the order confirmation or in the absence hereof within 30 days from the end of month when the invoice is issued.

9.3 Words or expressions used in this Clause 9 which are defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Law) have the same meaning in this Clause 9. Any price payable by the Customer is exclusive of amounts in respect of Goods and Services Tax (GST), sales tax or other duties chargeable. The Customer shall pay any such amounts in addition to, and at the same time as, payment is due for the related Products or Services. The GST payable by the Customer will appear as a separate line on the invoice. All rebates, discounts or other reductions in price will be calculated on the GST-exclusive price.

9.4 The parties agree that: a) the parties must be registered persons within the meaning of the GST Law; b) Grundfos must provide tax invoices and if applicable adjustment notes to the Customer in the form prescribed by or for the purposes of the GST Law; and c) costs required to be reimbursed or indemnified excludes any amount that represents GST for which an input tax credit within the meaning of the GST Law can be claimed.

9.5 If Customer does not pay on the due date, Grundfos may, with no effect on any other right or remedy that Grundfos may have under applicable law, claim payment for reminders, collection charges and interest. Interest is fixed at 2% per month (or the highest interest rate under applicable law). Interest will accrue daily from the due date until actual payment of the overdue amount. In the event of late payment or if Customer exceeds, or is reasonably expected to exceed, the credit limit granted by Grundfos, Grundfos may also (i) make further supply subject to guaranteed payment and suspend other deliveries until Customer has provided the guarantee required by Grundfos; and/or (ii) suspend the provision of further deliveries until Customer has paid the overdue amounts in full and/or reduced its outstanding balance to below the credit limit, as applicable; and/or (c) forward the debt to a debt collection agency.

9.6 If Customer does not pay overdue invoices (despite one reminder) or in the event of termination of the Agreement, then all payments payable to Grundfos, become due for immediate payment.

9.7 Credit Claim is a claim raised by the Customer in relation to Grundfos invoice. If Customer returns a Product as per clause 4.4 or has other claims with respect to Grundfos invoice which is not a defect liability claim, it must inform Grundfos not later than within 6 months after the date of invoice at auorders@sales.grundfos.com and provide a reason and supporting documents for a Credit Claim. Credit Claims raised after this period will not be considered by Grundfos and will not affect Customer's payment balance. Grundfos, in its sole and absolute discretion, will examine the Credit Claim and inform the Customer of the outcome. Credit note will be issued to the Customer with respect to every accepted Credit Claim.

10. DEFECT LIABILITY

10.1 Grundfos shall deliver the Products and Services in accordance with the Agreement. A Product or Service is defective only if it does not conform to the Agreement due to faulty material, design or manufacturing on the part of Grundfos or a third party acting on Grundfos' behalf ("Defect"). Material compatibility is not Grundfos' responsibility. Without a detailed water analysis, Grundfos cannot make this determination and will offer either the material requested by the Customer or the material that Grundfos deems generally appropriate for the application, if known.

10.2 Without limiting Clause 10.1, Grundfos shall have no Defect Liability where any non-conformance, issue or damage arises from ordinary wear and tear; accidental or wilful damage; 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 or alterations; failure to follow Grundfos' instructions, including those in Grundfos' installation and operation manuals and/or good industry practice; sand or other abrasive materials; corrosion caused by saline water or hazardous liquid; electrolytic action; liquid temperature beyond the recommended range; cavitation; lightning strike; improper supply voltage or insufficient liquid to enable the Product to perform; or the Customer's or its own Product's non-compliance with applicable law and regulation. Grundfos shall

have no liability for any failure of a Product or Service to be fit for a particular purpose or to meet performance requirements in the Customer's specific application, unless expressly agreed in writing.

DEFECT LIABILITY PERIOD

10.3 Customer must notify Grundfos of a Defect without undue delay after Customer becomes or should have become aware of the Defect, and (i) for Products, Customer must in every respect notify Grundfos no later than 24 months from the date of delivery of the Product, however not exceeding 36 months from the date of production, and (ii) for Services, Customer must notify Grundfos no later than 24 months from the performance of the Services (the "Defect Liability Period").

If the Product is re-sold by Customer to a consumer covered under the Australian Consumer Law, the manufacturer's Defect Liability Period is 24 (twenty-four) months from the date of purchase by the consumer. Any warranty exceeding the foregoing shall be Customer's responsibility and at Customer's expense.

10.4 In case of remedy of Defects, the Defect Liability Period related to the Product and Services as such remains the same after remedy, however:

(a) if part of a Product is repaired or replaced, the Warranty Notification Period concerning such repaired/replaced parts is 12 months from the date of repair or replacement, provided that the 12 months' period does not expire before the expiry of the initial Defect Liability Period for the Product, and

(b) if the whole Product as such (e.g. a pump) is replaced, a new Defect Liability Period of 24 months from the date of the delivery (however maximum 36 months from date of production) of the replaced Product applies.

REMEDY OF DEFECTS

10.5 Subject to the terms of the Agreement, Grundfos shall remedy Defective Products or Services if Grundfos receives notice from the Customer within the Defect Liability Period. Grundfos decides whether to remedy the Defect by repair or replacement, in whole or in part, of the Defective Product or Service. Grundfos will remedy Defects as soon as possible within normal working hours.

10.6 Place of remedial works is as follows:

(a) For all Products (including Products without a motor), including Products delivered in connection with Services, Customer must return the defective Product to Grundfos' workshop for repair or replacement at Customer's cost. If it is deemed that the defective Product is to be returned to Grundfos for further assessment, then Customer will be provided with a Return Material Authority (RMA) tracking number and an address to return the Product to.

The return address may be located in a different town or state to that of Customer and may be either the workshop on Grundfos premises, or the workshop of a Grundfos Authorised Service Partner. It is at the sole decision and discretion of Grundfos as to where the Product is to be returned to.

(b) For Products with a motor with an electrical power of [5.5] kW or greater Grundfos, at its discretion and subject to prior agreement with Customer, may inspect and repair or replace the defective Product at the site of installation, subject to clause 10.9. Customer shall place a purchase order for a service visit, subject to clause 10.7. Timing shall be agreed between Grundfos and Customer in advance and is subject to availability of Grundfos approved technical personnel and safe access to the site. Grundfos reserves the right to change the time of a service visit at its discretion. Submersible pumps must be removed from wet wells and similar structures by Customer and at Customer's expense prior to inspection.

(c) For Services, Grundfos inspects and repairs or replaces the defective Services at the site of installation of the end-user.

10.7 Grundfos shall cover the costs for repair or replacement of the defective Product and Services during a valid Defect Liability Period, except:

- (a) For a defective (part of a) Product and those delivered in connection with Services, all costs related to the transport of the Product from the place of delivery or from Customer's (or end-user's) site to Grundfos' workshop shall be at the Customer's account.
- (b) All costs related to the transport of the Product from Grundfos' workshop back to either (at Grundfos full discretion) i) the place of delivery, ii) Customer's (or end-user's) site or iii) the closest point of sale, shall be at Grundfos' account.
- (c) For a defective (part of a) Product repaired at the site of installation, all expenses related to travelling and travelling time of Grundfos' personnel shall be covered by Customer.
- (d) Customer covers any expenses for dismounting and mounting, de- and re-installation, and any costs of temporary operating arrangements during the rectification period, including any rental, loaned or replacement pumps or other substitute equipment.
- (e) Customer covers Grundfos' expenses related to waiting time caused by Customer.
- (f) 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 costs. Grundfos may charge an amount calculated based on Grundfos' Price List to cover any expenses related to such Service. If Grundfos sends Customer an offer for repair and Customer does not react to Grundfos' offer within 14 days, Grundfos may i) at Customer's expense return the Product to Customer dismantled, freight forward and uninsured or ii) dispose or sell the Product, provided that Grundfos prior hereto has sent no less than 2 notices with an individual deadline of minimum 30 days for the Customer to respond and with information on Grundfos' intention to dispose or sell the Product. Grundfos may charge storage costs. Subject to applicable law, Grundfos reserves all rights to and in the Product until the Customer has settled all claims.

10.8 Unless requested by Grundfos, the Product may not be disassembled prior to remedy. If Customer fails to comply with this requirement, Grundfos shall have no liability for the Defect to the extent such non-compliance affects inspection or remedy.

10.9 Customer must at its expense clean the Product and inform Grundfos about all poisonous media or other dangerous liquids which have been in contact with the inspected Product. Grundfos may refuse – and will not be liable, in contract, tort (including negligence), breach of statutory duty or otherwise – to remedy defects, if Grundfos considers that such remedy may cause harm to the environment or injury to people.

10.10 The Customer's right to require repair or replacement as set out in this Clause 10 is the Customer's sole and exclusive remedy for Defective Products and/or Services. Subject to Grundfos' obligations regarding Product liability under Clause 11, Grundfos has no other or further liability to the Customer, whether for breach of agreement, negligence or otherwise, in respect of any Defect in a Product or Service.

10.11 Grundfos Products and Services may come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, consumers are entitled to cancel the Service-related Agreement with Grundfos and to a refund for the unused portion, or to compensation for its reduced value. Consumers are also entitled to choose a refund or replacement for major failures with Products. If a failure with Products or Services does not amount to a major failure, consumers are entitled to have the failure rectified in a reasonable time. If this is not done, consumers are entitled to a refund for the Products and to cancel the Agreement for the Service and obtain a refund of any unused portion. Consumers are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Products or Service.

10.12 Customer acknowledges that any warranty given by the Customer to its buyers in relation to the Products (other than the warranty provided in these General Terms and Conditions) is not

Grundfos warranty and is under full responsibility of the Customer. Grundfos will not accept claims under any such warranty/defect liability and will not be liable to the Customer or any third party with respect to any Customer's warranty/defect liability.

10.13 Customer shall assist its buyers with respect to consumer guarantees and warranty/defect liability, where possible. Customer must inform Grundfos of any claim received under consumer guarantees either:

- by phoning 1300 33 77 33, or
- via email to GPA@servicesupport.grundfos.com, or
- in writing via posted mail to: Grundfos Pumps, Attention - Service & Solutions, 515 South Road, Regency Park. SA. 5010.

Any actions with regard to consumer guarantees and manufacturer's warranty/defect liability requested by a third party can be undertaken by the Customer only after Grundfos written approval. Customer is entitled to compensation if it has repaired or replaced a faulty Product at Customer's cost, subject to prior approval by Grundfos, under consumer guarantee where it is required by Australian Consumer Law.

10.14 If the terms of this Section 10 is inconsistent with the Defect Liability statement in the Product manual, to the extent of any inconsistency, the terms of these General Terms and Conditions shall prevail.

10.15. Grundfos may suspend remedies under this Clause 10 if the Customer is in material payment default.

11. PRODUCT LIABILITY

11.1 Grundfos assumes liability for personal injury (including death or injury) and damage to real and personal property, caused by defective Products to the extent set out in applicable law on Product liability. Grundfos' liability for damage to real and personal property (not being consumer property) caused by a defective Product is subject to the limitations in Clause 12, however, so that Grundfos' total liability as described Clause 12.2 for damage to real and personal property is limited to a maximum amount of the higher of AUD 3 million (per claim and in the annual aggregate) and the amount set out in Clause 12.2. Customer assumes all Product liability, which is not allocated to Grundfos in this Clause 11.1.

11.2 If a party is held liable for damages allocated to the other party in Clause 11.1, then the other party shall indemnify the first party for any amount paid inconsistently with the allocation in Clause 11.1.

12. LIMITATION OF LIABILITY

12.1 Neither party shall be liable (whether in contract, tort, statutory duty, under indemnity or otherwise) for any of the following losses, whether direct, indirect, or otherwise characterised under applicable law: loss of profit, production, turnover, business opportunity, data, savings or goodwill, business interruption, or losses arising from unauthorised access to data or systems. In addition, neither party shall be liable for any indirect or consequential loss of any kind. Grundfos shall further not be liable for any liquidated damages, penalties, back charges or similar liabilities imposed on Customer by any third party.

12.2 Grundfos' total liability (including in regard to payment of liquidated damages (if any) and third-party claims) towards Customer, save as otherwise set out in Clauses 4.2 and 7.4, in respect of all losses arising under or in connection with the Agreement and the cooperation, whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise, will not exceed an amount equal to 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 Clauses 12.1 and 12.2 do not apply if an act or failure to act of a party causes personal injury; or if a party intentionally or in gross negligence causes the other party to suffer losses.

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, including the limitations in Clause 12.

12.5 If Customer's claim for losses arises under more than one Agreement, or under one or more Agreements together with a Grundfos company's delivery of Products or other Services, Grundfos' total liability will not exceed the portion of the total claimed losses attributable to the relevant supply. That portion will be determined according to the legal basis applicable between the parties for that part of the 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 owned by Grundfos in, arising out of, or in connection with the Products or Services, or in any manuals or documentation provided by Grundfos to the Customer. Any intellectual property rights owned or licensed by Grundfos may not be copied, reproduced, modified, passed on to, or communicated to a third party without Grundfos' permission.

14. INDEMNIFICATION

14.1 For the purpose of this Clause 14.1 "Proceeding" means any claim, action, or investigation, and "Losses" include all liabilities, damages, settlements, and reasonable costs and expenses (including attorneys' fees). The Customer shall indemnify, defend, and hold harmless Grundfos, its affiliates, and their respective directors, officers, and employees from and against all Proceedings and related Losses arising out of or in connection with Customer's purchase, use, handling, or resale of the Products or Services, including acts or omissions of the Customer or its personnel, contractors, or clients, regardless of the legal theory of liability. This obligation shall not apply only to the extent such Losses are finally determined to result from Grundfos' gross negligence or wilful misconduct.

15. DRAWINGS AND DESCRIPTIONS

15.1 All information relating to weight, dimensions, capacity, price, technical specifications, or other data provided by Grundfos in any format, including catalogues, leaflets, circulars, advertisements, images, price lists, digital materials, electronic copies, or online content, is approximate only.

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

16. CHANGES

16.1 Grundfos shall have the right to make any changes to the Products and Services, which are necessary to comply with applicable law or safety requirement, or which do not significantly affect the nature or quality of the Products and Services negatively. If Grundfos requests other changes, the 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 will be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from a hindrance beyond its reasonable control ("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.

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 the Agreement, the non-defaulting party may, without prejudice to its other rights and remedies, terminate the Agreement with immediate effect if: (i) the defaulting party fails to remedy the breach or provide a remedy plan acceptable to non-defaulting party within 30 days after receipt of written notice of the breach; or (ii) the breach is incapable of remedy. This clause does not limit any other termination rights under these General Terms and Conditions. For the avoidance of doubt, this Clause 19.1 does not apply where the relevant defect, non-conformity or delay is expressly governed by another provision of these General Terms and Conditions.

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 Grundfos processes personal data following applicable data protection laws. To learn more visit Grundfos' website where the Grundfos 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 Grundfos. Without prior notice, Grundfos may assign rights and obligations under the Agreement, including the General Terms and Conditions, to any company within the Grundfos group.

21.2 The Products must bear a Grundfos nameplate, including Grundfos' 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 Grundfos 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 Grundfos.

22. EXPORT CONTROL AND SANCTIONED PARTIES

22.1 It is a condition of Grundfos' delivery of Products and/or Services to the Customer that the Customer complies with all applicable export control laws, trade sanctions and embargoes applicable to such Products and Services and their resale, including those imposed by the EU, UN,

United States, and other applicable jurisdictions and local sanctions ("Export Control and Sanctions Laws").

22.2 The Customer shall not resell, export or otherwise transfer Products in violation of the applicable Export Control and Sanctions Laws.

Products may under no circumstances be sold or resold, directly or indirectly, to Russia, Belarus or the non-governmentally controlled areas of Ukraine.

22.3 If, due to applicable Export Control and Sanctions Laws, Grundfos considers that it is or will be prohibited, hindered, restricted or materially adversely affected in complying with its obligations under the Agreement, Grundfos may cancel, suspend or postpone the delivery of the Products or Services. In such cases, Grundfos will not be liable for any resulting loss, damage or claim, whether direct or indirect.

22.4 Upon reasonable request from Grundfos, the Customer shall promptly provide any information reasonably required by Grundfos or competent authorities in connection with Export Control and Sanctions Laws, including for compliance reviews, regulatory inquiries and licence applications.

23. LAW AND VENUE

23.1 The 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 South Australia, without reference to the conflict of laws or principles thereof which may cause the application of the laws of another state/country. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

23.2 If any dispute or difference arises in connection with the Contract or these General Terms and Conditions, then the parties will use their best endeavours to resolve the dispute or difference expeditiously, in accordance with this clause 23 before initiating any court proceedings.

If the senior representatives of the parties fail to resolve the dispute within 10 business days after the first meeting, the parties agree to refer the dispute to a mediator to be mutually agreed. If the parties do not agree on a mediator within 10 business days after either party requests the other to agree a mediator, the mediator shall be appointed by the President for the time being of the Law Society of South Australia. The mediation is to be held within 14 business days of the appointment of the mediator, and the parties will pay equal shares of the mediator's fees, unless otherwise agreed.

If the mediation does not start or not proceed within the agreed timetable or is not successful in resolving the dispute, each party is free to commence legal proceedings to resolve the dispute.

Nothing in this Clause 23.2 prevents a party from seeking urgent interlocutory relief.

23.3 The parties agree that the Courts of South Australia have exclusive jurisdiction to settle any dispute or claim (including non-contractual) that arises out of, or in connection with, the Agreement or its formation and is not resolved under clause 23.2.