

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 NZ Ltd, NZBN 9429032248067, of 17 Beatrice Tinsley Crescent, Albany, Auckland 0632, New Zealand (“Grundfos”), and its 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.

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 for accessing Grundfos’ digital Services or separately, as applicable.

1.4 The parties have entered 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, the acceptance, the General Terms and Conditions (whether or not referenced), and any other documents explicitly 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 purchase order placement 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.

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.

1.6 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, made in writing, and duly signed by both parties.

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 that includes Grundfos’ advice and separate payment for such 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 the best of Grundfos’ knowledge at the time the advice was 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 the Customer requests direct delivery to an alternative address (other than a registered ship-to address), an additional direct delivery charge of \$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.

Grundfos reserves the right to introduce other charges and fees and to vary these at any time with 7 days prior written notice.

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 within 90 days after the agreed delivery date, the Customer may terminate for cause, by written notice, the part of the Agreement concerning the delayed Products. The remedies set out in this Clause 4.3 constitute the sole and exclusive remedies available to the Customer for Grundfos' delay in delivery of the Products.

4.4 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 Grundfos is required to do so by the Consumer Guarantees Act 1993, Grundfos will accept the return of Products of proper quality 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 Customer after that time period.

(ii) \$75 plus 15% of the invoice value for Products delivered from stock, and \$75 plus 30% of the invoice value for Products assembled or supplied to order, will apply to each Product returned under this Clause 4.4. The 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 nzorders@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 17 Beatrice Tinsley Crescent, Albany, Auckland 0632, New Zealand, in their original packaging, unsoiled, undamaged, and in immediately 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' defect liability or under the Consumer Guarantees Act 1993.

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 such approved suspension or postponement shall be temporary in nature and may not continue beyond the period agreed by the parties. Upon expiry of such 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, being the maximum unpaid amount for Products sold and/or Services rendered that Grundfos allows the Customer at any time. The Credit Limit is determined by Grundfos based on the Customer's payment history and may be reduced or cancelled at Grundfos' discretion if the Customer is in default of Grundfos' payment terms. Grundfos may reject a 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 the purposes of the Personal Property Securities Act 1999 (PPSA) in the Products to the extent that it secures payment of the amount owing in relation to the Products until title passes to the Customer in accordance with Clause 5.3. Grundfos is entitled to take any actions necessary to ensure that the security interest is enforceable, perfected, and otherwise effective. Grundfos does not need to give any notice under the PPSA (including notice of a verification statement) unless notice is required under the PPSA and cannot be excluded. In the 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 Product supplies 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, the Customer may claim documented damages up to a maximum of 5% of the purchase price of the delayed Services. If Grundfos has not performed and delivered the Services within 90 days after the agreed delivery date, the Customer is entitled to terminate for cause, by written notice, 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, Customer shall inform Grundfos if the performance of Services will require more than one person. If Customer fails to do so, Grundfos may invoice all accrued costs to Customer, also without completion of the Services.

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 the premises are safe and prepared in compliance with applicable laws, including in relation to the management of hazardous materials, and shall inform Grundfos of any relevant health, safety, and security requirements. The Customer further warrants ownership of, or authority to use, 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 can change the price for the Products and Services in the published price list at any time with 30 days prior written notice. If a price change occurs after Customer places an order, Grundfos may condition acceptance or performance of the order on the Customer's acceptance of the revised price. If 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 nzorders@sales.grundfos.com that is consistent with the terms of the quotation or price list (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 that are defined in the Goods and Services Tax Act 1985 (GST Law) have the same meaning in this Clause. Any price payable by the Customer is exclusive of amounts in respect of Goods and Services Tax (GST), sales tax, or other chargeable duties. The Customer shall pay any of the foregoing 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. 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 nzorders@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 the responsibility of Grundfos. 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 the general nature of 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 Consumer Guarantees Act 1993, the manufacturer’s Defect Liability Period is 24 (twenty-four) months from the date of purchase by the consumer. Any defect liability period 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 Defect Liability 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 (parts of a) Product or Services if Grundfos received notice from the Customer within the Defect Liability Period.

Grundfos decides whether Grundfos remedies by repair or replacement (in whole or part) of the Defective (part of the) Product or Services. Grundfos remedies 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 of 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) the 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 is determined that a Product subject to repair or replacement did not suffer from a Defect, the Customer shall cover all related expenses, 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 the Customer an offer for repair and the Customer does not respond within 14 days, Grundfos may (i) at the Customer's expense, return the Product to the Customer dismantled, freight forward and uninsured, or (ii) dispose of or sell the Product, provided that Grundfos has first sent no fewer than 2 notices, each with a minimum response period of 30 days, informing the Customer of Grundfos' intention to dispose of 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 To the extent allowed by the Consumer Guarantees Act 1993 and the Contract and Commercial Law Act 2017, the remedy of repair or replacement set out in these General Terms and Conditions is the only remedy available to the Customer for Defective Products or Services supplied under the Agreement. No other warranties, whether express or implied by law, are made with respect to Products and Services supplied under the Agreement. 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 To the extent allowed by the Consumer Guarantee Act 1993 and the Contract and Commercial Law Act 2017, it is a condition of sale of Products and Services that the Consumer Guarantees Act 1993 will not apply to any Product or Service acquired under the Agreement for business purposes.

10.12 Customer acknowledges that any warranty given by the Customer to its buyers in relation to the Products (other than Defect Liability 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 or 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 0800 788 900, or
- via email to GNZ@servicesupport.grundfos.com, or
- in writing via posted mail to: Grundfos Pumps, Attention - Service & Solutions, 17 Beatrice Tinsley Crescent, Albany, Auckland. 0632. New Zealand.

Any action with regard to consumer guarantees and manufacturer's defect liability requested by a third party may be undertaken by the Customer only after Grundfos' written approval. The

Customer is entitled to compensation if it has repaired or replaced a faulty Product at the Customer's cost, subject to prior approval by Grundfos.

10.14 If the term of this Section 10 is inconsistent with 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) 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, provided that Grundfos' total liability, as described in Clause 12.2, for damage to real and personal property is limited to a maximum amount equal to the higher of NZ\$3 million (per claim and in the annual aggregate) and the amount set out in Clause 12.2. The Customer assumes all Product liability 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 Clause 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 the Customer's claim for losses is based on more than one agreement, Grundfos' total liability will not exceed the liability allocated to each such supply's contribution to the total claimed losses, determined in accordance with the legal basis applicable between the parties for that 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 owned by Grundfos in, arising out of, or in connection with the Products or Services, including 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 permission from Grundfos.

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, 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 for 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 New Zealand, 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 shall first refer such dispute to mediation by the New Zealand Dispute Resolution Centre (NZDRC) in accordance with NZDRC's Agreement to Mediate and Standard Terms of Engagement, which procedures and rules are deemed to be incorporated by reference into this Clause. If the parties are unable to agree upon the identity of a mediator within 15 working days from the date on which notice of the dispute is given, the mediator shall be appointed by the New Zealand Dispute Resolution Centre upon the application of any party.

If the mediation does not start or proceed within the agreed timetable, or is not successful in resolving the dispute, either party may 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 New Zealand 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.