

## **TERMS AND CONDITIONS.**

### **1. THESE GENERAL CONDITIONS AND THEIR ACCEPTANCE**

These general terms and conditions (hereinafter, the "General Conditions") regulate the use of the "WEBSITE" (hereinafter, the "WEBSITE") service that KSB de México S.A. de C.V. (hereinafter "KSB") makes freely available to Internet users through the Website <https://www.ksb.com/en-mx> . (hereinafter the "WEBSITE").

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING THE WEBSITE. Access to the Website by the user of the Service (hereinafter the "User") implies his express and unreserved consent to these General Conditions. If you do not agree with these Terms and Conditions, please do not use the Website. KSB reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions at any time and without prior notice.

### **2.- OBJECT.**

These General Terms and Conditions govern the provision of the Service by KSB and the use of the Service by Users. KSB reserves the right to modify unilaterally, at any time and without prior notice, the provision and configuration of the Service, as well as the conditions required to use the Service.

### **3.- THE USER.**

The access or use of the WEBSITE confers the condition of USER of the WEBSITE, and will therefore be subject to these TERMS AND CONDITIONS, as well as their subsequent modifications, without prejudice to the application of the applicable legislation, therefore, they shall be deemed to be accepted from the moment the WEBSITE is accessed. Given the relevance of the above, the USER is advised to review any updates to these TERMS AND CONDITIONS. It is the responsibility of the USER to use the WEBSITE according to the way it was designed; in this sense, the use of any type of software that automates the interaction or downloading of the contents or services provided through the WEBSITE is prohibited. Furthermore, the USER undertakes to use the information, content or services offered through the WEBSITE in a lawful manner, without contravening the provisions of these TERMS AND CONDITIONS, morality or public order, and shall refrain from any act that may affect the rights of third parties, or in any way impair the operation of the WEBSITE.

Access to the WEBSITE does not imply the establishment of any type of relationship between KSB and the USER.

#### **4.- ACCESS AND NAVIGATION OF THE WEBSITE.**

KSB does not guarantee in any way the continuity and availability of the contents, products or services offered through the WEBSITE, nevertheless KSB will carry out the actions that according to its possibilities allow it to maintain a good functioning of the WEBSITE, without this implying any responsibility on the part of KSB.

Likewise, KSB shall not be responsible for or guarantee that the content or software that can be accessed through the WEBSITE is free of errors, malicious software, or that it can cause any damage at the software or hardware level in the equipment through which the USER accesses the WEBSITE. KSB is also not responsible for any damage that may be caused by improper use.

KSB shall also not be liable for any damages that may be caused by improper use of the WEBSITE. In no event shall KSB be liable for any loss, damage or injury of any kind arising out of access to or use of the WEBSITE.

#### **5.- PRIVACY AND DATA PROTECTION POLICY.**

In accordance with the provisions of the Federal Law for the Protection of Personal Data in Possession of Individuals, KSB is committed to adopting the necessary measures within its power to ensure the privacy of the personal data collected in order to guarantee its security and avoid its alteration, loss or unauthorized processing.

In addition, in order to comply with the provisions of the Federal Law for the Protection of Personal Data in Possession of Individuals, all personal data collected through the WEBSITE will be treated in accordance with the principles of legality, quality, purpose, loyalty and responsibility. Any processing of personal data shall be subject to the consent of the owner. In any case, the use of financial or patrimonial data will require the express authorization of their owners, however, this may be given through the WEBSITE itself using the mechanisms provided for that purpose, and in any case, the utmost diligence and care will be given to this type of data. The same will occur in the case of sensitive personal data, considering by these those that due to an improper use may give rise to discrimination or its disclosure entails a risk for the holder.

At all times it will be ensured that the personal data contained in the databases or files used, if any, are relevant, correct and updated for the purposes for which they were collected.

The processing of personal data will be limited to the fulfillment of the purposes set forth in the PRIVACY NOTICE, which is available on this WEBSITE.

The WEBSITE may include hyperlinks or links to the websites of third parties other than KSB. The owners of such websites will have their own privacy and data protection policies, and KSB assumes

no responsibility for the data provided by the USER through any website other than <https://www.ksb.com/en-mx>

KSB reserves the right to modify its Privacy Policy, according to its needs or derived from any change in legislation. Access or use of the WEBSITE after such changes will imply acceptance of these changes.

On the other hand, access to the WEBSITE may involve the use of cookies, which are small amounts of information that are stored in the browser used by the USER. Cookies facilitate navigation, make it more user-friendly, and do not damage the navigation device, for this, they can collect information to enter the WEBSITE, store the USER's preferences, as well as the interaction that the USER has with the WEBSITE. If the USER does not want this type of information to be collected, he/she should disable, reject, restrict and/or eliminate the use of cookies in his/her Internet browser.

## **6.- LINK POLICY.**

The WEBSITE may contain links, contents, services or functions of other Internet sites belonging to and/or managed by third parties, such as images, videos, comments, search engines, etc. The use of these links, contents, services or functions is intended to improve the USER's experience when using the WEBSITE, and may not be considered a suggestion, recommendation or invitation to use external sites. KSB will, in no case, review or control the content of external sites, nor does it use or own the products, services, content or any other material existing on the linked sites; therefore, neither does it guarantee the availability, accuracy, veracity, validity or legality of the external sites to which access may be gained through the WEBSITE. Likewise, KSB assumes no liability for any damages that may arise from access to or use of the content, products or services available on websites not managed by KSB that can be accessed through the WEBSITE.

## **7.- INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS POLICY.**

KSB itself or as an assignee, is the owner of all intellectual and industrial property rights of the WEBSITE, meaning the source code that makes its operation possible, as well as the images, audio or video files, logos, trademarks, color combinations, structures, designs and other elements that distinguish it. They will therefore be protected by Mexican intellectual and industrial property laws, as well as by applicable international treaties. Consequently, the reproduction, distribution, or dissemination of the contents of the WEBSITE, for commercial purposes, on any support and by any means, without the authorization of KSB, is expressly prohibited.

## **8.- APPLICABLE LEGISLATION AND JURISDICTION.**

KSB reserves the right to bring any civil or criminal action it deems necessary for improper use of the WEBSITE, its contents, products, or services, or for breach of these TERMS AND CONDITIONS.

The relationship between the USER and KSB shall be governed by the legislation in force in Mexico, specifically in Querétaro. In case any controversy arise in relation to the interpretation and/or application of these TERMS AND CONDITIONS, the parties shall submit to the ordinary jurisdiction of the courts that correspond according to law in the State referred to.