

## **Terms & Conditions for Purchasing of Goods & Services**

This Purchase Order, together with any Schedules and other documents herein identified, constitutes the complete agreement of the parties (the "PO") and shall constitute the entire and exclusive agreement between "Ecolab or any of its affiliates" and the supplier identified herein ("Supplier") with respect to the Products and/or Services (each as set forth in this PO and collectively, the "Work") to be provided to Ecolab by Supplier hereunder. Ecolab objects to any additional or different terms Supplier's subsequent documents, and such terms shall not be binding. This PO may only be modified by a written in amendment, identified as such, signed by both parties.

### **1. Obligations**

Supplier will, when on Ecolab premises or at Ecolab direction on the premises of others, follow all safety, security and other requirements adopted for those premises (including any applicable drug and alcohol policy). Should Supplier need access to the property of Ecolab in order to perform the Work, in consideration of being permitted upon the property of Ecolab, where Supplier may be exposed to industrial activities, and to areas which otherwise may pose a risk of injury to person and property, Supplier, for itself, and any other legal or personal representative to the maximum extent allowed by law, releases, waives, and discharges Ecolab, its agents and employees from all liability to Supplier, for any and all loss or damage on account of injury to Supplier's, or any of its subcontractors', personnel, employees, agents, representatives or their property, while Supplier or such persons are on, about or away from the property of Ecolab performing Work for Ecolab. Supplier hereby assumes full responsibility to the maximum extent allowed by law for the risk of personal injury, death, or property damage due to any conditions of the property of Ecolab while Supplier is on the property of Ecolab performing Work or performing Work for Ecolab outside of Ecolab property.

### **2. MSDS**

With regard to chemical substances or mixtures supplied hereunder, Supplier represents and warrants that: (a) it will promptly supply Ecolab with material safety data sheets with respect to chemical substances and will promptly advise Ecolab of any specification changes; (b) meets any chemical inventory regulations that apply in the country and (c) Supplier will continue to provide Ecolab with an updated MSDS for at least 12 months after Ecolab has ceased purchasing said chemical substance.

### **3. COA**

Supplier shall provide a certificate of analysis with each shipment of Products. Records of all quality procedures and test data employed by the Supplier and samples of each lot shipped shall be retained and made available to Ecolab for a period of 2 years after delivery of Product.

### **4. Shipment of Product**

Shipment of any Product or performance of any Service constitutes Supplier's acceptance of this PO.

### **5. Charges for Fulfillment of Error and Delay in Delivery**

5.1 The date of delivery is met if the ordered products are received or the ordered services are performed, in full, by Supplier within the agreed deadline at the receiving site indicated in the purchase order. Advance deliveries of products/provision of services or partial deliveries/partial provision of services require Ecolab prior written consent.

As soon as Supplier recognizes it will not be able to fulfil its contractual obligations, either in full or in part, or not within the stipulated timeframe, it must notify Ecolab in writing. The notice must state both the reason(s) for the delay and the predicted delay in time of delivery/time of performance. Any acceptance by Ecolab of a delayed or partial delivery of products/provision of services shall by no means constitute a waiver of any rights or claims of Ecolab due to late or partial delivery of products/provision of services.

5.2 Without prejudice to Ecolab any other rights to claim further damages or to terminate from the contract, in case of delay in delivery of products or in provision of services, Ecolab has the right to claim a penalty which equals two percent (2%) of the order value per each week of delay. In case of Quality issue, Ecolab has the right to claim a minimum penalty of 5% of the PO value or case.

## **6. Fixed Prices**

Supplier will not charge Ecolab miscellaneous fees including (but not limited to) handling, packing, crating, drayage, storage, and restocking without Ecolab prior written consent.

## **7. Adjustment in Price**

Ecolab by written order may make changes in the specifications, drawings, formulation, or ingredients relating to this order, the place and time of delivery and the method of shipment or packing. If such changes reasonably cause a variance in the cost of furnishing the items covered hereby, an equitable adjustment in price or time shall be negotiated promptly and the order modified in writing accordingly. Any claim by Supplier for adjustment in price or time must be asserted in writing within 10 days from receipt by Supplier of the change notice. Failure of Supplier to notify Ecolab of an increase in price or time shall constitute Supplier's agreement to perform such changes or other modifications without increase in price or time.

## **8. Payment Terms**

Ecolab Payment Term is as stated in the PO, after receiving and approval of invoice. All local, state and sales or use taxes, when applicable, shall be stated separately on Supplier's invoices. Supplier shall be solely responsible for the payment of all local, state, and sales or use taxes. Supplier shall show all applicable cash discounts on all invoices. Supplier agrees that the period during which a cash discount will be available to Ecolab will be computed from the date that Ecolab receives the goods purchased or the invoice for the goods, whichever is later. Title to the Work shall pass upon delivery to and acceptance by Ecolab. Supplier acknowledges that Ecolab deploys an electronic system for ordering all goods and services from its suppliers. In order is responsible for its own costs associated with meeting the above requirement. Subject to applicable law and unless otherwise agreed in writing between the Parties, Ecolab's payment terms are (120) days from Ecolab's receipt and approval of a properly submitted invoice, plus end of the month, plus one (1) day. No invoice may be issued before delivery of the goods or performance of the services. For example, if the invoice was received and approved on July 15, payment would be due December 1, subject to applicable bank holidays and weekends, in which case payment would be due on the first banking day thereafter.

## **9. Competitive Offer**

If Ecolab receives a competitive offer to purchase substantially similar products and/or services at overall terms more favourable than the terms in effect hereunder, Ecolab and Supplier shall discuss the matter and if agreement is not reached within five (5) calendar days, then, at Ecolab option, Ecolab shall be released from its obligations, if any, under this PO including for the price, volume, term and sites specified in said supplier offer.

## **10. Offer Most Favourable Prices**

Supplier represents and warrants that, during the term of this Agreement, it will sell Products and/or Services to Ecolab at the lowest or most favourable price it offers product and/or services of the same or similar quality to any other purchaser.

## **11. Liability, Warranty**

11.1 Each party represents and warrants that its respective performance under this PO, including in the case of Supplier the design, manufacture, packaging, shipment or other treatment of any Products or performance of any Services, shall be in compliance with any and all applicable state and local laws,

rules, regulations and executive orders for all applicable jurisdictions in which the Products and/or Services are produced, provided, received and/or used, including, but not limited to, all applicable environmental laws, the Fair Labor Standards Act of 1938, the U.S. Foreign Corrupt Practices Act, REACH, GDPR and K-REACH. Supplier agrees to provide Ecolab with any reasonable assistance required for Ecolab compliance with this Section. Supplier now has and will maintain in full force and effect during the term of this PO all permits, authorizations and the like required for the manufacture, handling, storage and disposal of the raw materials and Products and the performance of the Services hereunder. Supplier agrees to comply with Ecolab's supplier code of conduct, available at <https://www.ecolab.com/about/suppliers/supplier-policies> Supplier agrees to impose this same compliance requirement in its orders with its subcontractors and third parties (whether in relation to the dealing with, performance, sale, export, import, re-export, distribution, transfer or otherwise disposal) in relation to this PO.

11.2 Prior to storing, processing, or handling materials belonging to Ecolab, Supplier represents that it shall take such measures as are appropriate to ensure that the equipment to be used therefore is clean, safe, sound, and otherwise adequate (i) to prevent any casualty regarding such goods, (ii) to prevent any contamination, deterioration, loss, or escape thereof and (iii) to accomplish the storage, handling, processing, transportation, and delivery thereof as required of Supplier by this PO.

11.3 Supplier represents and warrants the Work will: (a) meet the specifications set forth in this PO and in Supplier's literature or otherwise agreed by the parties; (b) be free from all defects in design, workmanship and materials; (c) be of merchantable quality; (d) be fit for a particular purpose if specifically set forth in this PO; (e) be transferred with good title free from all third party interests including (but not limited to) patent and copyright infringement and misuse of trademarks and trade secrets; and (f) be performed in a professional and workmanlike manner.

11.4 Warranties set forth in this clause 11.4 shall apply for a minimum 1-year guarantee from the date of delivery of the products or performance of the services by Ecolab.

11.5 Supplier agrees that it will notify Ecolab in writing immediately upon the occurrence of any event which would render the covenants, representations, and warranties herein incorrect.

11.6 Tools, dies, moulds and patterns of all kinds manufactured or purchased for Ecolab and held by Supplier for making Buyer's parts must be repaired, renewed, and fully insured by Supplier against possible loss or damage and, to the extent feasible, Supplier shall mark or otherwise appropriately identify such items as Ecolab property. Supplier shall protect and indemnify Ecolab from any loss or damage to such items. The reasonable cost of changes in such items necessary to effect design or specification changes ordered by Ecolab shall be paid by Ecolab. Ecolab may take possession of and title to any such items that are special for the production of Ecolab parts and goods covered by this order upon Ecolab demand and payment to Supplier of the unamortized cost thereof; provided, however, no further payment to Supplier shall be required if Ecolab previously paid for or reimbursed Supplier for the reasonable cost of the items.

## **12. Confidentiality, Ownership**

12.1 Supplier will maintain in confidence for 5 years and not misuse or improperly disclose to others any Ecolab confidential or proprietary information disclosed to Supplier in conjunction with this PO including (but not limited to) all information, including, but not limited to, formulas, know how, processes, customer lists, cost and pricing information, marketing information and strategies, financial information, drawings, materials, products, equipment or apparatus, technology, and technical information disclosed or delivered by one party to the other party or arising from the performance of this contract (collectively, "Confidential Information") must be treated by the receiving party as confidential and proprietary information. None of the Information may be (i) used by the receiving party for any reason other than to assist it in the performance of its obligations under this contract, or (ii) disclosed by the receiving party to any third party. The receiving party must use all reasonable efforts to safeguard the Confidential Information, but under no circumstance may the receiving party use safeguards that are less rigorous than the safeguards the

receiving party employs to protect its own confidential information. The receiving party may disseminate the Confidential Information to its

employees and agents but only to the extent those employees and agents have a need to know the Confidential Information to assist the receiving party in the performance of this contract. The receiving party must advise and inform its employees and agents of its obligations under this clause and require that those employees and agents abide by the receiving party's obligations. Upon either party's request (or immediately, upon the expiration or termination of this contract), the other party must promptly return all Confidential Information to the requesting party, including all copies, notes and extracts regarding the Confidential Information.

12.2 The restrictions above do not apply to information which (i) was known to the receiving party prior to the receipt of that information from the disclosing party; (ii) was patented or otherwise in the public domain at the time of disclosure by the disclosing party to the receiving party, or subsequently enters the public domain through no breach of this contract; (iii) was obtained by the receiving party from a third party who was under no duty of confidentiality to the disclosing party; (iv) can be proven, by written records, to have been independently developed by the receiving party without the aid, application or use in any way of information, material or assistance obtained from the disclosing party pursuant to this contract. In the event the receiving party is required by judicial or administrative process to disclose the Confidential Information, where legally permissible, the receiving party shall promptly notify the disclosing party and in writing of such requirement to allow intervention by the disclosing party (but in any event prior to the disclosure), and uses its best efforts to cooperate with the disclosing party to contest or minimize the scope of the disclosure (including application for a protective order), and limits such disclosure to the party entitled to receive the Confidential Information and to the scope of the legal requirement.

12.3 All objects, samples, models, drawings etc. which will be handed over to Supplier remain the ownership of Ecolab.

### **13. Changes**

Supplier shall give sufficient prior notice to Ecolab of any change(s) in raw materials, specifications, manufacturing processes, manufacturing locations, or test methods for mutual assessment of the probable effect on Ecolab process or product performance.

### **14. Cancellation**

Ecolab may cancel all or any part of the undelivered portion of this order at any time and from time to time without cause and subject to a reasonable notice period. In such event, cancellation charges will be limited to Supplier's actual incurred costs to cancellation date plus reasonable profit. Upon such settlement, all materials, special tools, and work in process will become the property of Ecolab.

### **15. Third Party Rights**

15.1 If Work is delivered directly to a third party, then such third party shall have the same warranty and inspection rights as Ecolab.

15.2 Notwithstanding other legal claims, Supplier shall indemnify Ecolab against any liabilities, damages, losses (including but not limited to any direct, indirect, immaterial, and consequential losses), and reimbursement of expenses suffered or incurred by Ecolab as a result of any claim made against Ecolab by a third party arising or in connection with the delivery of goods or performance of the services or as a result of the infringement by Supplier of its contractual obligations. More extensive legal rights of Ecolab remain unaffected.

### **16. Blanket Order**

If this order has been designated by Ecolab as a "continuing agreement" or "blanket purchase order", then Supplier acknowledges and agrees that it shall not ship Products or perform Services until receiving notice,

either orally, in writing, or both, from Ecolab which acts as an express “authorization or release to ship or perform” notice, which notice (a) specifically references this document’s order number as set forth on the face hereof, (b) states the quantity to be shipped hereunder and (c) originates from Ecolab representative who shall state to Supplier the appropriate order number and sub-number, if any.

#### **17. Indemnification**

Supplier will indemnify, defend, and hold Ecolab and its shareholders and affiliates, and their agents, employees or representatives harmless against all damages, losses, liabilities, claims, proceedings, costs and expenses (including attorneys’ fees) arising out of or related to (a) Supplier’s breach of any of these terms and conditions, (b) defects in the Work, (c) a claim that manufacture, sale or use of the Work infringes any patent, trade secret or intellectual property right, (d) all claims of Supplier’s employees agents, representatives, subcontractors and persons under their control, to the extent permitted by applicable law, or (e) Supplier’s acts or omissions except, with respect to this clause (e), to the extent caused by the negligence of Ecolab.

#### **18. Rejection**

Ecolab reserves the right to inspect and reject nonconforming Work. Payment for the Work will not constitute acceptance by Ecolab. Supplier will not replace nonconforming Work without Ecolab prior consent. Work is also subject to inspection and testing at Supplier’s plant.

#### **19. Force Majeure**

Time is of the essence in performing this PO. “Force Majeure Event” means any of the events or circumstances described in clause (a) below that are beyond the control of an affected party and which prevents the performance of any of the affected party’s obligations under this PO after that party has taken every reasonable step, including reasonable expenditures of money, to remedy the impact of the event: (a) events or circumstances that may give rise to a Force Majeure Event are limited to the following: (i) earthquakes, hurricanes, fires, storms, tidal waves, floods or other physical natural disasters; (ii) acts of war (whether declared or undeclared), terrorism, riot, civil war, blockade, insurrection or civil disturbances; (iii) acts of a governmental entity, agency or other local authority that prevent or make unlawful a party’s performance under this Agreement; (iv) strikes or labor disputes at the national level, but excluding any strike or dispute which is specific to the performance of this PO; and (v) pandemic or any other occurrence beyond the reasonable control of such party (b) The parties confirm that Force Majeure Events do not include any of the following events or circumstances: (i) the mere shortage of or inability to obtain labor, equipment, materials or transportation which is not itself caused by a Force Majeure Event; (ii) the insolvency or change in economic circumstances of the affected party and (iii) change in market conditions. Subject to compliance with this Section, neither party is liable for any delay in performing or failure to perform its obligations under this PO (excluding indemnification obligations and the obligation to pay undisputed invoices) if and to the extent that the delay or failure is caused by a Force Majeure Event. A party is excused from its performance obligations that are prevented by a Force Majeure Event for as long as the Force Majeure Event continues. If a party seeks relief from its obligations to perform under this PO, it shall: (1) give prompt notice to the other party, which must include all of the following information: (A) the event that the party considers constitutes a Force Majeure Event and its likely effect on the performance of obligations under this PO; (B) a good faith estimate of the duration of the Force Majeure Event; and (C) the actions being taken (or proposed to be taken) to satisfy this Section; (2) make all reasonable efforts, including expenditure of money, to overcome the Force Majeure Event and to mitigate its effects; (3) if the Force Majeure Event continues, give periodic notices with a frequency as directed by Ecolab; and (4) give the other party prompt notice of the conclusion of the Force Majeure Event and resume performance of this PO as soon as reasonably possible after its conclusion. Ecolab has no obligation to make payments to Supplier under this PO which Supplier is unable to perform because of a Force Majeure Event. If there are product shortages due to a Force Majeure Event, Supplier will allocate Product in such a manner that ensures Ecolab at least the same proportion of Supplier’s total output of Product as was purchased by

Ecolab prior to such force majeure. In the event of non-delivery, Ecolab may procure the Product from third parties and/or may terminate this PO in whole or in part.

## **20. Termination**

In addition to each party's rights and remedies under this PO, together with all rights and remedies available under the law, if a party breaches any of its obligations under this PO, and does not remedy such breach within thirty (30) days following written notice from the other party, then the non-breaching party may terminate this PO or, in the case of Ecolab, may (i) reject any Product related to such breach and (ii) obtain Products and services related to such breach from other sources and/or (iii) terminate this PO.

## **21. Assignment**

Except for a transfer of all or substantially all of the business to which this PO applies, neither party may assign, delegate, or transfer (including by sales of ownership, merger or change in control) its rights or duties under this PO without the prior written consent of the other party; except that Ecolab may assign, transfer, deliver or otherwise transfer this PO and its rights and obligations hereunder to any Ecolab Affiliate (as defined below) without such consent. The benefits and obligations of this PO shall inure to and be binding upon successors and assigns.

## **22. Retention**

Ecolab may set-off from any amount due Supplier the amount of any reasonable claim Ecolab may have against Supplier.

## **23. Insurance**

Supplier shall provide a policy or policies of insurance in form and in coverage amounts satisfactory to Ecolab insuring all Ecolab property on Supplier's premises, including, without limitation, any special tools, dies, patterns, other manufacturing aids, or replacements thereof, against loss or damage resulting from fire (including extended coverage), accident, malicious mischief, and vandalism. Supplier shall place and maintain such policies of general liability and product liability insurance with limits of at least \$2million per occurrence and \$5 million in the annual aggregate and other insurance as may be necessary to protect Ecolab and its employees and agents against any and all claims for damages arising by reason of personal injury or death proximately caused by the goods or services supplied hereunder by Supplier or its employees or agents. Promptly upon Supplier's receipt of Ecolab request, Supplier shall provide Ecolab a certificate of insurance evidencing such coverages, waiving any right of subrogation in favor of Supplier against Ecolab and naming Ecolab as an additional insured and/or loss payee and stating that such insurance is primary and non-contributory as regards to any insurance carried by Ecolab. Supplier shall notify Ecolab within twenty (20) business days after any reduction, denial or termination of coverage or claim against such policies. Supplier shall require its insurance carriers to furnish insurance certificates to Ecolab annually upon renewal if shipments or performance hereunder extends for more than one (1) year after the date hereof.

## **24. Invention**

With respect to inventions made by Supplier in the performance of this PO, Supplier hereby grants to Buyer a permanent, paid up, and irrevocable non-exclusive license, to make, have made, use, and sell devices or material incorporating or made through use of such inventions. If, however, such inventions result from research and development work performed by Supplier for which work Ecolab pays Supplier, either directly or indirectly, such inventions shall be deemed to be "work for hire" and Supplier hereby assigns to Ecolab all right, title and interest in and to such inventions and will assist Ecolab, at Ecolab expense, in securing United States and foreign patents with respect thereto, including the execution of all necessary documents. With respect to any improvements to Supplier's products resulting from Ecolab efforts or the inclusion of any Ecolab technology into any of Supplier's products, such resulting improved Supplier product shall be jointly owned by Ecolab and Supplier.

## **25. Conflict Minerals**

All Products supplied by Supplier to Ecolab that contain cassiterite, columbite-tantalite (coltan), wolframite and their derivatives (including tin, tantalum, and tungsten) and gold are only from sources that are not known by Supplier after due inquiry to directly or indirectly finance or benefit armed groups or conflict. In addition, Supplier agrees (a) to maintain, record and provide to Ecolab on request, traceability data and other information that Ecolab may request in order to facilitate compliance with the U.S. Conflict Minerals Rule and any other similar law, rule or regulation adopted in the future, (b) to comply with Ecolab Policy Statement on Conflict Minerals, which is available at [www.ecolab.com](http://www.ecolab.com), (c) to adopt and maintain policies, due diligence frameworks and management systems that enable Ecolab to comply with its obligations under the Conflict Minerals Rule and any other similar law, rule or regulation adopted in the future, including policies, frameworks and systems as contemplated by the Organisation for Economic Co-operation and Development's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, and (d) that Ecolab shall retain the right to conduct audits of Supplier to evaluate Supplier's compliance with Ecolab standards, policies and procedures regarding conflict minerals.

## **26. Divested Entity**

If Ecolab divests itself of an operating division or other component of its business (the "Divested Entity"), by sale or otherwise, Ecolab may, at its sole option: i) assign or transfer to the Divested Entity, in whole or in part, the volume(s) and pricing hereunder for the Products, if the applicable product(s) is/are used by that Divested Entity as of the effective date of the divestiture. Ecolab's obligation(s) with respect to any volume of Product assigned or transferred to the Divested Entity shall terminate, and Ecolab shall not be responsible for such volume(s) or the Divested Entity's use of or obligations related to such Products, including the payment for and receipt of such Products. Ecolab shall retain any volume(s) and pricing not assigned or transferred to the Divested Entity and any transfer to the Divested Entity shall not affect any other right or obligation under this PO nor the terms and conditions contained herein; or ii) Ecolab may purchase the Products and provide them to the Divested Entity for a transition period not to exceed two (2) years from the effective date of the divestiture.

## **27. Corporate Social Responsibility**

Supplier must conform to ethical practices in the hiring and treatment of all employees. Supplier's employees must be allowed to enter into employment voluntarily and no indentured labor may be used. All of Supplier's employees must be at least the local legal age and above the oldest compulsory school age. Supplier should respect the rights of employees as allowed in regional regulations and ensure that working hours and remuneration are fair and comparable to similar companies complying with all local laws. Supplier must provide a safe and healthy environment for its employees complying with all relevant health and safety laws and provide adequate safety equipment and training.

## **28. Equal Opportunity Employer**

Ecolab is an equal opportunity employer and contractor or subcontractor. Consequently, the parties agree to prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.

## **29. Affiliates and Subsidiaries**

Ecolab affiliates and subsidiaries (each a "Ecolab Affiliate") may order Products or Services under this PO, and where appropriate, Supplier will direct its local Supplier affiliate to perform the obligations of Supplier. When a Ecolab Affiliate issues a purchase order ("PO") for Work, Supplier agrees that it will directly, or indirectly through a Supplier affiliate, promptly perform the following: (a) perform the Work

for Ecolab Affiliate in accordance with the terms of this PO; and (b) ensure that if a Supplier affiliate fills the order, the Supplier affiliate will abide by and perform all obligations under both this PO and the applicable PO as if an assignee under the contracts. The term “affiliate” shall mean, with respect to either party, any other entity controlling, controlled by or under common control with such party. In no event shall Ecolab or its affiliate guarantee the obligations of any Ecolab Affiliate.

### **30. Dispute and Resolution**

The parties hereto will attempt in good faith to resolve through negotiation any dispute or controversy arising out of or relating to this PO (“Dispute”). If the Dispute is not resolved within thirty (30) business days, then either party to the Dispute may submit the Dispute to the courts of the local jurisdiction. The decision shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction. To the fullest extent permitted by law, the parties irrevocably submit to the jurisdiction of such forum and waive any objection it may have to either the jurisdiction or the venue of such forum.

### **31. Other Provisions**

The Agreement shall be ruled by local legislation in force at the place of issuance of the PO and the courts of the Capital of the Country have been chosen to resolve any conflicts arising from the Agreement, and any other venue is hereby excluded however privileged it may be. The remedies set forth in this PO will be cumulative and additional to any other remedies allowed in law or in equity. No waiver of a breach of any of these terms and conditions will constitute a waiver of any other breach. Notice and other correspondence related to this PO shall be in writing directed to the titles and addresses stated in the front page. Supplier is an independent contractor and not an agent or employee of Ecolab. Supplier agrees to bring any claim arising out of or relating to this PO within 30 days of becoming aware of such claim and thereafter any such claim is hereby waived and released.