General Terms and Conditions

Nalco Company LLC ("Nalco")

1. **THE PRODUCTS AND SERVICES**: Nalco shall be responsible for reasonable diligence and care in providing its services ("Services") and products ("Products") set forth in the agreement that references or attaches these General Terms and Conditions ("Agreement"). Customer acknowledges that the ultimate success of the Products and Services set forth in this Agreement is dependent upon the Customer's reasonably diligent application of the Products and Services in accordance with Nalco's instructions. Nalco shall not be liable for any failure caused by Customer's lack of diligence or failure to follow Nalco instructions.

2. **ACCEPTANCE:** Customer accepts all of the terms and conditions set forth in this Agreement and agrees that any additional or different terms or conditions contained in Customer's purchase orders or other documents shall not modify this Agreement, notwithstanding any acknowledgment or acceptance of such documents by Nalco.

3. **PRICE, PAYMENT, AND PRICE ADJUSTMENT:** If pricing is not set forth elsewhere in this Agreement, then the price shall be the price in the applicable invoice from Nalco. Payment terms shall be net 30 days unless specifically changed elsewhere in this Agreement, and payment shall be in lawful money of the United States, without deduction or offset. Past due invoices are subject to a late fee equal to the lesser of one and one-half percent per month or the highest rate permitted by law. If price adjustment is not set forth elsewhere in this Agreement, Nalco may adjust the prices at any time upon notice to Customer. Notice of changes in prices may be made electronically or by email. In addition, Nalco may apply a surcharge (e.g., freight, transportation, fuel, and/or energy or trade) to the invoices in accordance with the then-current policies, and such policies are subject to change by Nalco. In addition, for Products and Services billed on a fixed monthly fee or other charge not based on the amount of Product shipped ("Alternative Pricing"), if there is Material Change, then Nalco will adjust, in Nalco's reasonable discretion, the Alternative Pricing to account for that Material Change. A **"Material Change"** is any change to or occurrence at Customer's operations (including, without limitation, any change in Customer's production, equipment, boiler and cooling water program, product spills, intentional product misuse). In an effort to control excessive and unnecessary usage, Customer agrees to promptly implement all reasonable cost-savings measures proposed by Nalco to minimize product usage. Unless otherwise agreed between the parties, all payments must be submitted through Ecolab's Easy Pay platform and use Auto Pay to ensure timely and consistent payment processing. It is Customer's responsibility to enroll prior to the start of Services. Sign up online through Ecolab® Easy Pay at easypay.ecolab.com. Click to learn more.

4. **FREIGHT, TITLE AND TAXES:** Unless otherwise specified in this Agreement, except for bulk shipments or for Products and Services billed based on Alternative Pricing, product shall be shipped F.O.B. Customer's facility, and title and risk of loss or damage shall pass to Customer upon Nalco's tender of the product at Customer's facility. Unless otherwise specified in this Agreement, for bulk shipments, product shall be shipped F.O.B Nalco's facility and title and risk of loss or damage shall pass to Customer upon Nalco's tender of the product at Nalco's facility. Ecolab may arrange for bulk shipment delivery and will invoice Customer a charge for the bulk deliver and customer shall pay such bulk shipment charge. For Products and Services billed on Alternative Pricing, the risk of loss for the Product will transfer to Customer upon delivery and title to the Product shall remain with Nalco until consumed/used by Customer. Shipping and delivery dates are approximate and subject to confirmation. Prices exclude and Customer shall pay any applicable sales, use, excise, VAT, GST, export and import taxes, assessments and similar fees. Customer shall make any necessary arrangements for importation of Product into a country other than the United States. Customer is subject to other charges related to shipping: including tanker delay charges, minimum invoice charges, expedited freight, inside delivery, minimum order quantity and returns charges. Details are set forth in the Nalco Water North America –Ordering and Shipping policies located here: http://www.ecolab.com/nalco-water/pages/nalco-water-customer-policies

5. **FORCE MAJEURE AND SHORTAGES:** Neither party shall be liable for any failure or delay in performance (other than payment) which is due, in whole or in part, to any cause of any nature beyond the reasonable control of the party affected. If there are Product shortages for any reason, Nalco may allocate the available supply of Product among itself, its affiliates and its customers on whatever basis it deems practical.

6. **WARRANTIES AND LIMITATION ON LIABILITY:**

(a) Nalco warrants that (i) its chemical Products, at the time of delivery and for a period that is the shorter of (a) one year following delivery date or (b) the specified shelf-life of the chemical Products (the "Chemical Product Warranty Period"), shall conform to Nalco's standard Product specifications then in effect, (ii) its Services provided hereunder shall be performed in a good and workmanlike manner using individuals with reasonable expertise and experience and in accordance with sound generally accepted practices in effect at the time of performance, (iii) (x) any Equipment manufactured by Nalco and supplied hereunder shall be free from material defects in workmanship and materials for a period equal to the lesser of 15 months from the date of shipment or 12 months from the date of installation (the "Equipment Warranty Period"), and (y) Equipment, which is not manufactured by Nalco is subject to the original manufacturer's warranty, if any, and (iv) its chemical Products and purchased Equipment shall be transferred with good title free of liens and encumbrances. Nalco shall in its reasonable discretion, as Customer's sole remedy for breach of warranty, either repair or replace the nonconforming Products or Equipment (or re-perform the Services), or refund the fee paid by Customer for those Products or Equipment that Nalco determines did not meet this warranty. This warranty does not apply to (i) damage resulting from misuse, neglect, accident or improper use of any of the Products by any person or entity other than Nalco or (ii) any Products altered by any person or entity other than Nalco. No chemical Product warranty claims may be made beyond the Chemical Product Warranty Period. Warranty claims for Services shall be made within 90 days following performance of Services. No Equipment warranty claim may be made beyond the Equipment Warranty Period. Customer shall obtain Nalco's prior approval for any Product returns and permit inspection of any Product that is claimed to be nonconforming.

(b) Nalco's Products and Servcies do not cover and Nalco makes no warranties or guarantees with respect to water system biohazards from waterborne pathogens including but not limited to Legionella bacteria. Nalco does not and cannot make any promise, guarantee or warranty that the risk of the presence of waterborne pathogens including Legionella, or the risk of legionellosis or other waterborne pathogen-related illness, has been reduced or eliminated by reason of the Products and Services. Nalco accepts no liability for any penalties or fines assessed by any government or agency. Nalco also makes no warranties with respect to polybutadiene, including but not limited to crystalline polybutadiene (popcorn polymer), crystalline polymers, and/or peroxides.

(c) Nalco warrants that the Product itself does not, at the time of delivery, infringe any patent of the United States. Customer shall give Nalco prompt written notice of any suit or claim of patent infringement suit or claim by the Product, Nalco shall control the defense or settlement of same and Customer shall cooperate in such defense. Nalco's liability under this warranty is limited to such defense, and, if sale or use of the Product is enjoined, refund of the price paid by Customer for such Product (less a reasonable charge for use, damage and obsolescence). Nalco makes no warranty against patent infringement arising out of Customer's particular use of the Product, alone or in combination with other materials or not in accordance with Nalco's written instructions; any Product resulting from such use; any Product manufactured for Customer according to Customer's specifications; or any equipment or chemical (including components and ingredients) manufactured by other than Nalco.

(d) Because many factors affect Product application and performance, Nalco will be relying on information provided by Customer concerning its facility, operations and systems to develop a program. Customer shall be responsible for the completeness and accuracy of the information provided to Nalco, and Nalco assumes no liability or obligation for any technical advice, Services or Products provided by Nalco based information from Customer that is not current, incomplete, or inaccurate. Customer is responsible for designating appropriate places in its facilities and processes for feeding and storing chemical Products, installing Equipment s and conducting related sampling and testing activities.

(e) **Nalco shall not be liable for lost profits, lost production, business interruption, loss of use, loss of goodwill, nor any incidental, consequential, indirect or special damages whether arising under breach of warranty or contract, negligence, strict liability or other tort, indemnity or any other theory of liability. In any event, Nalco's total liability for any and all claims, damages, losses, costs, expenses, fines, penalties, suits and causes of action arising at any time from or related to the Products, Equipment, Digital Program, this Agreement or any Products or Services, whether such claim is brought under contract, at law, equity, tort or otherwise, shall be limited to the price paid to Nalco for the Products and Services in the immediately preceding 12 months.**

(f) ***NALCO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDIES FOR BREACH OF ANY WARRANTY SHALL BE LIMITED TO THOSE REMEDIES DESCRIBED ABOVE.***

7. CONFIDENTIALITY: Customer shall not: (a) disclose to any third party and shall prevent third parties from obtaining or becoming aware of the composition, design, operation or application of the program and the contents of this Agreement (collectively, the "Confidential Information") without in each instance securing the prior written consent of Nalco; or (b) use the Confidential Information for any purpose other than the purpose for which Nalco provided the Confidential Information to Customer. Customer shall not be liable for the use or disclosure of information that: (a) is already in the public domain at the time of the use or disclosure; (b) becomes part of the public domain through no fault of Customer; (c) is disclosed to Customer by a third party having the right to make such disclosure; or (d) is in the possession of Customer at the time of disclosure by Nalco.

8. INDEMNIFICATION: Except with respect to Digital Programs which are covered by the Digital Terms, Nalco shall indemnify and hold harmless Customer for all losses, liabilities,

costs (including, but not limited to, reasonable attorneys' fees), expenses and claims brought by a third party for personal injury or death, or tangible property damage or loss (collectively, the "Claims"), to the extent proximately caused by the negligence or willful misconduct of Nalco.

9. INSURANCE:

(a) Nalco agrees to procure and at all times maintain, for the duration of the contract, policies of insurance of the types and in the minimum amounts as follows:
   1. Statutory Workers' Compensation or its equivalent and Employers Liability with minimum limits of $2,000,000 U.S. in full compliance with all federal, province, state and/or local laws.
   2. Commercial General Liability Insurance with a minimum limit of $2,000,000 U.S. Coverage shall include broad form property damage, product/completed operations, independent contractor's liability, blanket contractual liability, personal injury to the extent of Nalco's indemnification obligations.
   3. Automobile Liability Insurance covering owned, non-owned and hired vehicles with a minimum limit of $2,000,000 U.S.

(b) Upon request, Nalco shall provide Customer with a certificate of insurance confirming the insurance coverage described above. Each certificate shall contain a statement that such policies will not be canceled without at least thirty (30) days prior written notice to Customer.

10. COMPLIANCE WITH LAWS: Nalco shall comply with all applicable national and state laws and regulations, and all amendments thereto, including, where applicable, the Fair Labor Standards Act of 1938. Nalco shall furnish Customer with Material Safety Data Sheets also known as Safety Date Sheets (in English) for chemical products. Customer shall not resell Product without Nalco's prior written consent, and shall not resell, divert, transship, export or re-export the Product to any country, except in accordance with applicable national, state and United States laws and regulations. Customer is responsible for compliance with all environmental, health and safety regulations regarding its facility, operations, and equipment, including any registrations applicable to use of storage tanks at its facilities.

11. TERMINATION: Either party may terminate this Agreement if (a) the other party fails to perform or meet a material obligation under this Agreement and (b) such default is not cured within 45 days after written notice of the failure. Each delivery under this Agreement shall be considered a separate and independent contract. If Customer fails to make a payment when due or Customer's financial condition becomes unsatisfactory to Nalco, then Nalco, at its option, may (a) withhold future performance until Customer cures the default or improves its financial condition to Nalco's satisfaction; (b) require payment in advance; or (c) terminate this Agreement. As a condition of termination of this Agreement for any reason, Customer shall pay Nalco the applicable amount set forth in the Agreement related to termination.

12. NALCO PROVIDED EQUIPMENT: Customer shall provide a suitable location and utilities for any Equipment delivered by Nalco hereunder. Customer assumes all risk of loss or liability arising from or pertaining to its possession, operation or use of the Equipment, and shall, to the maximum extent allowable by law, indemnify, defend and hold Nalco and its affiliates harmless from all losses arising from Customer's possession and use of the Equipment except to the extent damage to the Equipment is caused by Nalco's or its affiliates' negligence or willful misconduct. Customer agrees to the following terms and conditions for rental, sale, installation and use of Nalco-owned products, hardware or other equipment, used or purchased in connection with the Agreement, other than Program Equipment (defined in the Digital Terms) ("Equipment"):

(a) Equipment Rental or Lease. Equipment shall remain the sole property of Nalco. Customer shall not use the Equipment with any materials or products other than those recommended or approved by Nalco. Customer shall not alter the Equipment or permit any third-party to alter or repair the Equipment without Nalco's prior written authorization. Upon termination of this Agreement by either Nalco or Customer, Customer shall, unless otherwise agreed, return Equipment to Nalco at Customer's sole expense in the same condition as received, ordinary wear and tear excepted. Customer agrees to promptly notify Nalco in writing of any damage, loss or destruction of Equipment. In the event Equipment is lost, damaged or destroyed, Customer shall pay to Nalco the cost of replacement, or of repair at Nalco's standard charges then in effect.

(b) Equipment Sale. Nalco hereby transfers to Customer, and Customer accepts, ownership, title, and interest in certain Equipment upon delivery to Customer's site and acceptance of Equipment purchase price set forth herein. Nalco's warranty set forth in Section 6 hereunder does not apply (i) in the event of Customer's misuse, neglect, accident or improper use of Equipment; or (ii) in the event Customer introduces products or materials not approved by Nalco into the Equipment. For sake of clarity, the provisions of this Section 12 are intended to survive expiration or termination of this Agreement.

13. DIGITAL PROGRAM: If Customer has access to use any of Nalco's digital programs or proprietary know-how, firmware, software, programs, equipment or applications, including without limitation those included in a Digital Order Form (collectively, the "Digital Program"), the Ecolab3D Digital Program General Terms and Conditions located here: https://www.ecolab.com/ecolab3dtandc ("Digital Terms") shall apply. To the extent of any conflict between the Digital Terms and this Agreement, the Digital Terms shall control with respect to the Digital Program, otherwise this Agreement will govern.

14. MISCELLANEOUS:

(a) This Agreement shall be governed by laws of the State of Illinois, and not by the United Nations Convention for the International Sale of Goods. Customer agrees that the courts of the United States have exclusive jurisdiction for the resolution of disputes with respect to this Agreement.

(b) Customer shall inform Nalco of any special or unusual safety precautions that should be taken because of conditions in Customer's plant or process.

(c) Failure by either party to require strict compliance with any provision hereof shall not be construed as a waiver of that provision or any other provision. If any competent authority holds that any provision hereof is wholly or partially void or unenforceable, this Agreement shall be deemed modified to conform to applicable law and shall continue to be valid.

(d) This Agreement reflects the entire understanding of the parties and supersedes all previous and contemporaneous agreements or understandings between the parties, both written and verbal, concerning the subject matter of this Agreement

(e) Nalco shall be an independent contractor with respect to the Services to be performed under this Agreement. Nalco, its subcontractors and their respective employees shall not be deemed to be the servants, employees or agents of Customer.

(f) Nalco shall be entitled to subcontract portions of the work to be performed under this Agreement provided that the subcontractor shall be reasonably acceptable to the Customer.

(g) Customer consents to casual references that may identify Customer on Nalco's website or promotional materials, provided that Customer's participation will be sought before formal disclosures such as press releases which identify Customer are issued.

(h) THE PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL.

(i) If the Customer is GSA eligible, Customer acknowledges that the pricing within this Agreement is not being offered pursuant to, or subject to the terms of, Nalco's GSA Schedule. Lower pricing may be available through Nalco's GSA Schedule on some items to GSA eligible entities. Nalco makes no representations regarding the country of origin of any Products, Equipment or other materials offered hereunder, including with respect to the Buy American Act or Trade Agreements Act. By executing this Agreement, Customer represents it has authority to make such purchase either because no country-of-origin rule applies or because an exception or waiver exists.

(j) All notices and other communications under this Agreement to Nalco must be in writing and will be deemed given if delivered personally or mailed by registered or certified mail, return receipt requested to: Nalco Company LLC, 1601 W. Diehl Road, Naperville, IL 60563 USA, Attn: General Counsel. A copy via email shall also be sent to: GeneralCounsel@ecolab.com.

(k) The parties agree that these terms may be modified at any time by Nalco by posting a revised version at Sales Terms and Conditions | Ecolab. The modified terms will become effective upon posting.