

General Terms and Conditions for Procurement of Goods and Services

1. This Agreement, together with other documents herein identified, constitutes the complete agreement of the parties (the "Agreement") and shall constitute the entire and exclusive agreement between Ecolab, Inc. ("Buyer") and the supplier identified herein (the "Supplier") with respect to the Products and/or Services (each as set forth in this Agreement and collectively, the "Work") to be provided to Buyer by Supplier hereunder. Buyer objects to any additional or different terms in Supplier's subsequent documents, and such terms shall not be binding. This Agreement may only be modified by a written amendment, identified as such, signed by both parties.
2. This Agreement shall commence as of the Effective Date and shall continue for a period of two (2) years thereafter subject to earlier termination as set forth herein. Thereafter, Buyer may unilaterally renew the Agreement for up to five (5) years by providing written notice to Supplier prior to the expiration of the term. The renewal shall be on the same terms, conditions.
3. Supplier will, when on Buyer's premises or at Buyer's 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 Buyer in order to perform the Work, in consideration of being permitted upon the property of Buyer, 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 Buyer, 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 Buyer performing Work for Buyer. 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 Buyer while Supplier is on the property of Buyer performing Work or performing Work for Buyer outside of Buyer's property.
4. With regard to chemical substances or mixtures supplied hereunder, Supplier represents and warrants that: (a) it will promptly supply Buyer with material safety data sheets with respect to chemical substances, and will promptly advise Buyer of any specification changes; (b) unless exempt, all chemical substances are included in the Toxic Substances Control Act ("TSCA") (15 U.S.C. 2601 et seq.) inventory list, and if applicable the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS); (c) Supplier has informed Buyer of any TSCA restriction governing the use of said chemical substance, including, but not limited to, proposed or final significant new use rule (SNUR) restrictions; and (d) Supplier will continue to provide Buyer with an updated MSDS for at least 12 months after Buyer has ceased purchasing said chemical substance. When advised by Buyer that Products could be exported to Europe directly or indirectly by Buyer, Supplier acknowledges that the Products will be subject to the European chemical regulations (REACH). Supplier agrees to comply with REACH, including the pre-registration and registration requirements of REACH, with respect to such Products, and Supplier will work cooperatively with Buyer to assure that appropriate Product quantities and applications are covered.
5. All Products supplied by Supplier to Buyer 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, including in the Democratic Republic of the Congo or any adjoining country. In addition, Supplier agrees (a) to maintain, record and provide to Buyer on request, traceability data and other information that Buyer 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 Buyer's Policy Statement on Conflict Minerals, which is available at [www.ecolab.com](http://www.ecolab.com), (c) to adopt and maintain polices, due diligence frameworks and management systems that enable Buyer 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 Buyer shall retain the right to conduct audits of Supplier to evaluate Supplier's compliance with Buyer's standards, policies and procedures regarding conflict minerals.
6. Supplier will not charge Buyer miscellaneous fees including (but not limited to) handling, packing, crating, drayage, storage, and restocking without Buyer's prior written consent.
7. Buyer payment terms are 2/10 net 60 days, after receiving and approval of invoice. All local, state and federal excise, 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 federal excises, sales or use taxes. Supplier shall show all applicable cash discounts on all invoices. Supplier agrees that the period of time during which a cash discount will be available to Buyer will be computed from the date that Buyer 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 Buyer.
8. Buyer reserves the right to charge Supplier US\$250 for each order processing and fulfillment error resulting from the fault of the Supplier. Examples of order processing and fulfillment errors include but are not limited to invoice mismatches and failure to comply with purchaser order requirements.

9. If Buyer receives a competitive offer to purchase substantially similar products and/or services at overall terms more favorable than the terms in effect hereunder, Buyer and Supplier shall discuss the matter and if agreement is not reached within five (5) calendar days, then, at Buyer's option, Buyer shall be released from its obligations, if any, under this Agreement including for the price, volume, term and sites specified in said supplier offer.
10. Supplier represents and warrants that, during the term of this Agreement, it will sell Products and/or Services to Buyer at the lowest or most favorable price it offers product and/or services of the same or similar quality to any other purchaser.
11. Supplier will maintain in confidence for 5 years and not misuse or improperly disclose to others any Buyer confidential or proprietary information disclosed to Supplier in conjunction with this Agreement including (but not limited to) Buyer drawings, product specifications, customer information and the terms of this Agreement.
12. 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 Buyer for a period of 2 years after delivery of Product.
13. If Work is delivered directly to a third party, then such third party shall have the same warranty and inspection rights as Buyer.
14. Buyer may set-off from any amount due Supplier the amount of any reasonable claim Buyer may have against Supplier.
15. If a Product is imported into the USA and duty paid before sale to Buyer hereunder, then Supplier will be responsible for the proper importation of such Product. Supplier shall furnish a properly completed Certificate of Delivery of Imported Merchandise (Customs Form 7552) immediately upon delivery of said Product and shall comply with any other reasonable requests for information which may be necessary to enable Buyer to claim duty drawback on the Products purchased.
16. Supplier shall give sufficient prior notice to Buyer of any change(s) in raw materials, specifications, manufacturing processes, manufacturing locations, or test methods for mutual assessment of the probable effect on Buyer's process or product performance.
17. Supplier represents and warrants that all Products and Services, including packaging and labels, are furnished in compliance with all applicable laws and regulations, including (but not limited to) executive order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Fair Labor Standards Act of 1938, and the U.S. Foreign Corrupt Practices Act. The Supplier represents that it has not offered, made, transferred, or promised, and agrees that it shall not offer, make, transfer, or promise, any payment or anything of value, directly or indirectly: (a) to any agent, officer or employee of (1) a government or any department, agency or instrumentality thereof, or (2) a political party or candidate for political office or (3) any company in which any government holds a substantial ownership interest or (4) of a public international organization (e.g., United Nations, World Bank, Red Cross etc.) or any person acting in an official capacity for any of the above listed entities (in each case, a "government official") or to any person or entity when such offer, payment, transfer, or promise would violate the laws of the country in which made or the laws of the United States; or (b) to any other person or entity while knowing that the portion of those payments or transfers will be offered, made, or promised, directly or indirectly, to the persons referred to this clause; or (c) to anyone where such payment or gift would constitute a bribe or illegal payment under applicable laws, regulations or Ecolab's Code of Conduct available at [www.ecolab.com](http://www.ecolab.com). Supplier agrees that no Products or technical information will be sold, re-exported, or transmitted except in full compliance with all applicable laws, including U.S. government requirements, if applicable. The Supplier shall at all times maintain records and accounts in detailing the nature of all expenses, payments, promotions or other asset transfers associated with its activities under any agreement. Upon reasonable request, Supplier shall produce to Buyer all such records and accounts. The 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 Agreement.
18. Supplier represents and warrants the Work will: (a) meet the specifications set forth in this Agreement and in Supplier's literature; (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 Agreement; (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; (f) be performed in a professional and workmanlike

manner and in accordance with applicable laws; and (g) not be products which are adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), or which may not under this act, be introduced into interstate commerce.

19. Supplier will indemnify, defend, and hold Buyer 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 Buyer.
20. Buyer reserves the right to inspect and reject nonconforming Work. Payment for the Work will not constitute acceptance by Buyer. Supplier will not replace nonconforming Work without Buyer's prior consent. Work is also subject to inspection and testing at Supplier's plant.
21. Time is of the essence in performing this Agreement. "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 Agreement 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; and (iv) strikes or labor disputes at the national level, but excluding any strike or dispute which is specific to the performance of this Agreement. (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 19, neither party is liable for any delay in performing or failure to perform its obligations under this Agreement (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 Agreement, 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 Agreement; (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 19; (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 Buyer; and (4) give the other party prompt notice of the conclusion of the Force Majeure Event and resume performance of this Agreement as soon as reasonably possible after its conclusion. Buyer has no obligation to make payments to Supplier under this Agreement 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 Buyer at least the same proportion of Supplier's total output of Product as was purchased by Buyer prior to such force majeure. In the event of non-delivery, Buyer may procure the Product from third parties and/or may terminate this Agreement in whole or in part.
20. In addition to each party's rights and remedies under this Agreement, together with all rights and remedies available under the law, if a party breaches any of its obligations under this Agreement, 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 Agreement 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 Agreement.
21. Except for a transfer of all or substantially all of the business to which this Agreement applies, neither party may assign, delegate, or transfer (including by sales of ownership, merger or change in control) its rights or duties under this Agreement without the prior written consent of the other party; except that Buyer may assign, transfer, deliver or otherwise transfer this Agreements and its rights and obligations hereunder to any Buyer Affiliate (as defined below) without such consent. The benefits and obligations of this Agreement shall inure to and be binding upon successors and assigns.

22. Buyer, as a contractor to the U.S. Government, is required to comply with certain Federal Acquisition Regulations and, is required, in some cases, to incorporate certain regulatory provisions into its subcontracts. The provisions incorporated herein are listed in 48 C.F.R. 52.212-5(e)(1), the current version of which is available at [www.acquisition.gov/far/current/html/52\\_212\\_213](http://www.acquisition.gov/far/current/html/52_212_213). Accordingly, Supplier represents that it will comply with the following terms and conditions to the extent applicable to it: (i) 52.203-13 relating to Contractor Code of Business Ethics and Conduct; (ii) 52.219-8 relating to the Utilization of Small Business Concerns; (iii) 52.222-17 relating to Nondisplacement of Qualified Workers; (iv) 52.222-26 relating to Equal Opportunity; (v) 52.222-35 relating to Equal Opportunity for Veterans (This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans); (vi) 52.222-36 relating to Affirmative Action for Workers with Disabilities (This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities); (vii) 52.222-40 relating to the Notification of Employee Rights Under the National Labor Relations Act; (viii) 52.222-41, 52.222-51, and 52.222-53 relating to the Service Contract Act; (ix) 52.222-50 relating to Combating Trafficking in Persons; (x) 52.222-54 relating to Employment Eligibility Verification; and (xi) 52.247-64 relating to the Preference for Privately-Owned U.S. Flag Commercial Vessels. In addition, Supplier represents that it will comply with the following terms and conditions: (a) Provide to the Buyer timely, written notification of any changes with respect to the Supplier's size status, as defined by the United States Small Business Administration; and (b) Provide to the Buyer written confirmation of the Country of Origin of each product or service supplied to the Buyer for resale, and confirm in writing that each such product or service complies with the requirements of the Trade Agreements Act as set forth at 48 C.F.R. 52.225-5. The provisions of this clause supersede any conflicting term or condition. In order to ensure compliance with future regulatory requirements, Buyer reserves the right to amend the provisions of this clause at its discretion upon providing Seller with written notice.
23. Tools, dies, molds, and patterns of all kinds manufactured or purchased for Buyer 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 Buyer's property. Supplier shall protect and indemnify Buyer 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 Buyer shall be paid by Buyer. Buyer may take possession of and title to any such items that are special for the production of Buyer's parts and goods covered by this order upon Buyer's demand and payment to Supplier of the unamortized cost thereof; provided, however, no further payment to Supplier shall be required if Buyer previously paid for or reimbursed Supplier for the reasonable cost of the items.
24. Supplier shall provide a policy or policies of insurance in form and in coverage amounts satisfactory to Buyer insuring all Buyer's 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 \$2 million per occurrence and \$5 million in the annual aggregate and other insurance as may be necessary to protect Buyer 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 Buyer's request, Supplier shall provide Buyer a certificate of insurance evidencing such coverages, waiving any right of subrogation in favor of Supplier against Buyer and naming Buyer 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 Buyer. Supplier shall notify Buyer 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 Buyer annually upon renewal if shipments or performance hereunder extends for more than one (1) year after the date hereof.
25. With respect to inventions made by Supplier in the performance of this Agreement, 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 Buyer pays Supplier, either directly or indirectly, such inventions shall be deemed to be "work for hire" and Supplier hereby assigns to Buyer all right, title and interest in and to such inventions and will assist Buyer, at Buyer's 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 Buyer's efforts or the inclusion of any Buyer technology into any of Supplier's products, such resulting improved Supplier product shall be jointly owned by Buyer and Supplier.

26. Buyer 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 Buyer 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.
27. 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. Buyer may cancel all or any part of the undelivered portion of this order at any time and from time to time without cause. 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 Buyer.
29. If this order has been designated by Buyer 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 Buyer 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 Buyer's representative who shall state to Supplier the appropriate order number and sub-number, if any.
30. Shipment of any Product or performance of any Service constitutes Supplier's acceptance of this Agreement.
31. Buyer affiliates and subsidiaries (each a "Buyer Affiliate") may order Products or Services under this Agreement, and where appropriate, Supplier will direct its local Supplier affiliate to perform the obligations of Supplier. When a Buyer 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 Buyer Affiliate in accordance with the terms of this Agreement and the 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 Agreement 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 Buyer or its affiliate guarantee the obligations of any Buyer Affiliate.
32. The parties hereto will attempt in good faith to resolve through negotiation any dispute or controversy arising out of or relating to this Agreement ("Dispute"). If the Dispute is not resolved within thirty (30) business days, then either party to the Dispute may submit the Dispute to arbitration in accordance with the rules and procedures of JAMS then in effect. Any arbitration under this provision shall be conducted in St. Paul, Minnesota and each party shall bear its own costs and expenses in any such proceeding. The arbitration 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.
33. Other Provisions: This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Minnesota, excluding its principles of conflicts of law. The remedies set forth in this Agreement 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 Agreement 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 Buyer. Supplier agrees to bring any

claim arising out of or relating to this Agreement within 30 days of becoming aware of such claim and thereafter any such claim is hereby waived and released.

34. Pursuant to United States Presidential Executive Order 13224 and related regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, U.S. persons and entities are prohibited from transacting business with persons or entities who, from time to time are determined to have committed, or to pose a risk of committing or supporting, terrorist acts, narcotics trafficking, money laundering and related crimes. Those persons and entities are identified on a list of Specially Designated Nationals and Blocked Persons (the "List"), published and regulated by OFAC. The names, including aliases, of these persons or entities ("Blocked Persons") are updated frequently. Supplier hereby represents and warrants that it is in full compliance with the U. S. Patriot Act and that neither Supplier nor any of its affiliates or subcontractors nor any of their affiliates, shareholders, employees, officers or directors has been designated as a "specifically designated national and blocked person" on the most current List published by OFAC at its official website, <http://www.treas.gov/ofac/downloads/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list, and Supplier and its affiliates and subcontractors are currently in compliance with and will at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any related statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action relating thereto. Neither Supplier nor any of its affiliates, subsidiaries, respective shareholders, beneficial owners of non-publicly traded shareholders, is directly or indirectly owned or controlled by the government of any country or person that is subject to an embargo or economic or trade sanctions by the United States government, and neither Supplier nor any of its affiliates, subsidiaries, respective shareholders, beneficial owners of non-publicly traded shareholders is acting on behalf of a government or person of any country that is subject to such an embargo, and neither Supplier nor any of its affiliates, subsidiaries, respective shareholders, beneficial owners of non-publicly traded shareholders is involved in business arrangements or otherwise engaged in transactions with countries or persons subject to economic or trade sanctions imposed by the United States government in violation of such sanctions. Supplier agrees that it will notify Buyer in writing immediately upon the occurrence of any event which would render the covenants, representations and warranties herein incorrect.