



GENERAL (SALE AND DELIVERY) CONDITIONS, ECOLAB B.V..

registered at the Chamber of Commerce under number 30068899.

Definitions:

General Conditions: these general sale and delivery conditions.

Ecolab: the private corporation Ecolab B.V.;

Buyer: any legal entity or company with respect to whom Ecolab acts as a (potential) provider, seller and/or supplier of goods and/or services;

1 - applicability

1.1 These General Conditions are applicable to all offers from Ecolab to Buyers, they form a full part of any agreement reached between Ecolab and the Buyer, and apply to the resulting deliveries, activities and services.

1.2 The applicability of the Buyer's (purchasing) conditions or references to other conditions is hereby excluded by Ecolab, unless otherwise agreed in writing in the agreement between the parties.

2 - offers

2.1 All offers made by Ecolab are, unless explicitly stipulated otherwise, free of obligation, only indicative and based on delivery or execution under normal circumstances and during normal work times.

2.2 Documentation and other data such as dimensions, weights and totals supplied with an offer are as accurate as possible but do not bind Ecolab unless explicitly confirmed otherwise in writing.

2.3 The data referred to here and the associated rights are and remain the property of Ecolab and may not, unless with explicit permission from Ecolab, be made public, copied, used, imitated or made available to third parties by the Buyer, and must be returned to Ecolab on the first time of asking.

3 - agreement/order acceptance

3.1 An order sent by the Buyer following an offer from Ecolab is binding or the agreement originates respectively after the order has been confirmed by Ecolab in writing.

3.2 Changes to the agreement and derogations from these General Conditions will only take effect if agreed in writing between Ecolab and the Buyer.

4 - prices

4.1 All prices specified by Ecolab are excluding sales tax and/or other levies and are based on the pricing factors applicable at the time of the offer. Should no other price be explicitly agreed with the origination of the agreement, the price as specified in the offer made by Ecolab applies.

4.2 Price increases as a result of changes to pricing factors after the offer may be on-charged by Ecolab to the Buyer, also if the agreement has already originated.

5 - delivery and transfer of risk

5.1 Delivery periods specified or accepted by Ecolab for delivery or the carrying out of activities/services are not strict deadlines. The simple expiry or exceeding of a period does not put Ecolab in default and does not give the Buyer right to damage compensation.

5.2 The delivery is considered to have taken place:

- a) When the goods have been collected from Ecolab: by virtue of receiving the goods by or on behalf of the Buyer, or at the time when the goods could have been collected by the Buyer;
- b) In the event of forwarding with use of a transporter: at the time of loading at the transporter, unless otherwise agreed in the agreement;
- c) When forwarding by Ecolab transport: by delivery to the address specified by the Buyer or establishment address of the Buyer; or

5.3 From the time of delivery the risk pertaining to the goods is borne by the Buyer.

5.4 Ecolab is always entitled to deliver in parts which can be separately invoiced, without prejudice to the applicability of the terms of payment as determined in these General Conditions.

5.5 Should a circumstance occur whereby the risk is not borne by the Buyer and as a result a delivery cannot be transported by Ecolab to the destination, Ecolab is

entitled to store the delivery at the expense and risk of Buyer and charge for the delivery as if the delivery had taken place in conformity with the agreement or these General Conditions.

5.6 If delivery of the goods cannot take place in conformity with the delivery protocols applicable at Ecolab due to circumstances attributable to the Buyer, any extra charges or damage will be charged by Ecolab to the Buyer.

6 - transport and packaging

6.1. Packaging, transport and forwarding take place as determined by Ecolab. Specific wishes of the Buyer for delivery are only complied with if this is included in the agreement. Any associated extra costs are paid by the Buyer.

6.2. Ecolab uses an 'MOP' (Minimum Order Policy), a policy for the processing and carriage costs of orders which depends on the amount of the invoice sums. This policy is made available to the Buyer and the Buyer has accepted this policy. Ecolab may change this policy throughout the duration of the agreement. The Buyer will then be bound to comply with the changed policy.

6.3. The Buyer must make a statement to Ecolab each month on present empty packaging, pallets etc. and keep these items available to Ecolab. The collection or return of these items is paid for by Ecolab if and to the extent the address from where the packaging, pallets etc. must be collected is the same as the delivery address.

7 - assembly; repairs and maintenance

7.1 In the case of assembly, repairs or maintenance of goods supplied by Ecolab, the Buyer ensures at its own expense and risk that the following will take place in good time:

- a) all necessary preparations take place (including the provision of resources, personnel and materials) so the technician(s) from Ecolab can start their activities without delay;
- b) suitable and safe housing and/or the provisions that are prescribed or required by law or regulations are present;
- c) access to the place where the goods are located is suitable for transport and for any (temporary and lockable) storage of materials or tools and other goods used for the work; and
- d) all necessary safety and other precautionary measures have been taken and maintained.

Moreover, the Buyer will ensure that no extra costs will be incurred for Ecolab as a result of assembly, repair or maintenance, and that the relative goods are available at an operating site nearest to Ecolab so travelling expenses for Ecolab are avoided.

7.2. With a delay to the abovementioned activities not attributable to Ecolab, all resulting extra costs will be paid by the Buyer.

8 - reservation of ownership

8.1 Ecolab reserves ownership of all its goods supplied to the Buyer (including replaced parts), for as long as the Buyer has not (fully) complied with all (payment) obligations resulting from the agreement with Ecolab and/or any more specific associated/resulting agreements.

8.2 Should all obligations with respect to Ecolab have been complied with, the Buyer is entitled to dispose of the goods within the context of normal business operations. The Buyer is not, however, entitled to encumber the goods to the disadvantage of Ecolab.

8.4 If the Buyer alienates the goods supplied by Ecolab, the Buyer transfers to Ecolab all rights that the Buyer has or will have with respect to third parties with all associated rights and/or guarantees. Ecolab can require the Buyer to notify Ecolab about a transfer to third parties and provide all information and data required to effect its rights.

8.5 Up until the time of payment the Buyer is bound to store the goods in such a way that the goods are recognizable as the property of Ecolab.

8.6 In the event of non-payment of a due amount, suspension of payments, request for suspension of payments, bankruptcy, filing for bankruptcy or liquidation by the Buyer, Ecolab has the right, without notice of default and without legal action, to reclaim already supplied, but not or not fully paid for property with the setoff of any already paid amounts, but without prejudice to its rights to compensation for any loss or damage. In these cases any claim that Ecolab has from the Buyer becomes immediately payable

8.7 In the event of late payment the Buyer must return goods still in stock on the first request of Ecolab.

9 - resale

9.1 The Buyer will always treat the goods supplied with care and take no action that may affect the quality, the working or the safety of the goods, or infringe laws and regulations that may damage either the good name and reputation of the brand or the name of Ecolab.

9.2 In the case of resale the Buyer is bound to the following unless explicitly agreed otherwise:

- a. to only sell goods and bring them into circulation in the original Ecolab packaging without any change or damage;
- b. to ensure that these General Conditions are declared correspondingly applicable;

10 - Non-conformities and returns

10.1 The Buyer must inspect the goods immediately after delivery or have them inspected. If on delivery the goods do not suffice with regard to the agreement, the Buyer must report this no later than within 3 days of delivery by registered mail to Ecolab, if possible on the document signed on receipt. In the case of exceeding this period, the Buyer is considered to have accepted the goods and waives any rights and authority that the Buyer may have on the basis of the law and/or the agreement and these General Conditions.

10.2 Claims based on a non-conformity by the Buyer as referred to here do not suspend the payment obligations of the Buyer.

10.3 If after receiving a complaint from the Buyer Ecolab confirms that there is a non-conformity of the goods supplied, the Buyer may return the non-compliant goods to Ecolab, whereby the conditions in the Ecolab Europa returns policy are applicable. The returns policy is available on the website www.ecolab.com/returns or on request from Ecolab's customer service department. The Buyer must act in accordance with and suffice with regard to the Ecolab Europa returns policy.

10.4 Minor non-compliances and/or those of subordinate nature and customary in the sector as regards color, composition, weight, or appearance compared to models, samples or examples are not considered as non-conformities.

11 - turnover bonus

11.1 If Ecolab agrees a turnover bonus with a Buyer, this bonus only becomes due and payable when all deliveries to which the bonus relates have been paid for by the Buyer and the Buyer has also complied with all other obligations in the agreement and previous agreements with Ecolab.

11.2 Ecolab is entitled to deduct that payable by the Buyer from the bonus payment.

11.3 On the first request of or on behalf of Ecolab, the Buyer must provide all data that are required to be able to determine or check the amount of the bonus, and authorizes Ecolab to retrieve such data from the party with whom the Buyer has a contractual relationship.

12 - payment

12.1 Unless otherwise agreed in writing, all invoices sent by Ecolab must be paid by the Buyer within thirty days of the invoice date to one of the bank accounts mentioned on the invoice of Ecolab and in the currency specified on the invoice.

12.2 The Buyer becomes in default by virtue of the sole expiry of the payment period without notice of default being required. In the event of late payment, the Buyer becomes owing the legal interest rate (in conformity with article 6:119a of the Civil Code) increased by 2% to Ecolab. The Buyer is then also bound to pay compensation amounting to €40 for administrative costs.

12.3 Each payment by the Buyer firstly covers the settlement of this due interest as well as the judicial and extrajudicial costs, and is then deducted from the oldest outstanding claim.

12.4 Setting off amounts receivable by Ecolab is never permitted.

13 - guarantee

13.1 For the goods supplied and services carried out - to the extent these are provided by third parties - Ecolab never gives a longer guarantee than given to Ecolab by the abovementioned third parties.

13.2 Without prejudice to the above, for the goods manufactured or supplied by Ecolab, Ecolab provides a guarantee in accordance with the following provisions:

- a) All goods supplied by Ecolab are guaranteed for the fitness of materials used, the promised properties and associated correct operation for a period of 12 months from the delivery date, except for highly perishable chemicals with a shorter lifespan.
- b) Defects observed in the supplied goods within the specified guarantee period will be repaired or replaced by Ecolab to the extent in the opinion of Ecolab the defects are attributable to faults in construction or materials used. Should there be a defect, the costs of repairs or replacement will be paid by Ecolab. Other costs, including those for assembly and disassembly, are not paid by Ecolab unless otherwise agreed.
- c) After consultation, the Buyer must give Ecolab the time and opportunity needed to carry out any necessary repairs and replacement as deemed fit by Ecolab.
- d) Should no or an insufficient time and opportunity be given for this, Ecolab is discharged of its liability due to unreasonableness.
- e) A guarantee period of 6 months applies for the replaced parts and repairs.
- f) No guarantee is given for defects that are (partly) the consequence of a change to laws or regulations after the origination of the agreement relating to the nature or the quality of the materials used.
- g) No guarantee is given unless explicitly otherwise agreed for the delivery of used materials or goods in consultation with the Buyer.
- h) If the Buyer supplies Ecolab with raw materials or goods for processing, a guarantee is only given for the fitness of the processing carried out.

13.3 Unless explicitly otherwise agreed, Ecolab is only bound to compliance with the guarantee obligations described in this article in the Netherlands and Belgium.

13.4 The guarantee obligations of Ecolab immediately become inapplicable if during the guarantee period the Buyer, without prior permission from Ecolab, has repairs or changes made to the goods supplied by Ecolab.

13.5 If the Buyer has not or not completely complied with its payment obligations, Ecolab reserves the right to refuse the guarantee with respect to the Buyer.

13.6 The Buyer does not have the right to suspend payments on the basis of the fact that Ecolab has not yet or not fully complied with its guarantee obligations.

14 - right of cancellation

14.1 In the event of the prevention of compliance with the agreement as a result of Act of God, Ecolab is entitled, without legal action, to either suspend the execution of the agreement for at most six months or wholly or partly dissolve the agreement, without Ecolab being bound to pay any damage compensation or being bound to compliance with the agreement. During the period of suspension Ecolab is entitled, and at the end of this period Ecolab is bound, to choose either further execution of the agreement or its whole or partial dissolution.

14.2 Both in the event of suspension or dissolution by virtue of paragraph 1, Ecolab is entitled to immediately claim payment for the execution of agreement for the value of its reserved, processed and manufactured raw materials, other materials, parts and goods as must be granted in reasonableness.

14.3 In the event of dissolution the Buyer is bound, after the payment of the due amount in compliance with the last paragraph, to retake possession of its goods, in the absence of which Ecolab is entitled to either store these goods at the expense and risk of the Buyer or sell them for Ecolab's account.

14.4 If the Buyer does not (fully) comply with any obligation that results from an agreement concluded with Ecolab or from an associated agreement, or should there be serious doubt as to whether the Buyer is able to comply with its contractual obligations with respect to Ecolab, or in the event of bankruptcy, suspension of payments, shut-down, liquidation or whole or partial transfer of the company of the Buyer, including the transfer of an important part of its amounts receivable or their pledging, Ecolab is entitled without notice of default and without legal action to either suspend the carrying out of each of these agreements or wholly or partly dissolve them, without being bound to pay any damage compensation or be bound to any guarantee and without prejudice to its further future rights.

14.5 Ecolab is entitled to store the reserved, processed and manufactured raw materials, materials, parts and goods for Ecolab under the agreement at the expense

and risk of the Buyer. In the event of dissolution in compliance with the last paragraph, the agreed price - if no prior suspension takes place - is immediately due and payable, with the deduction of the already completed terms and of the costs saved by Ecolab as a result of dissolution, and the Buyer is bound to pay the amount described above and to retake possession of its goods, in the absence of which Ecolab is entitled to either store these goods at the expense and risk of the Buyer or sell them for the Ecolab's account.

14.6 The dissolution of an agreement will not mean that the rights of Ecolab resulting from the agreement and these General Conditions come to an end.

15 - Act of God

15.1 Act of God in these General Conditions is understood to mean all circumstances that prevent the normal execution of the agreement including: domestic disorder, mobilization, war, obstruction of transport, strike, exclusion, stagnation in supplies, fire, flood, import and export hindrances, loss or damage during transport, sickness of irreplaceable employees, impeding measures imposed by the authorities and all circumstances, events and/or causes beyond the control of Ecolab.

15.2 Ecolab also has the right to claim Act of God if the circumstance caused by the Act of God started after Ecolab would have provided its services.

16 - liability, indemnification and lapse

16.1 To the extent permitted by law, Ecolab only accepts liability if damage suffered by the Buyer:

- a) is the direct consequence is of deliberate or intended recklessness on the part of Ecolab or persons who are members of the company management of Ecolab; or
- b) is the direct consequence of a defect in the goods produced and/or supplied by Ecolab (in conformity with that specified in article 13.2(b)).

16.2 Ecolab can never be held liable for indirect damage or consequential damage or for (consequences of) delays in the carrying out of assembly, repairs, maintenance or any other activities whatsoever. Any statement of the duration of the abovementioned activities is always an estimate and is only for indication.

16.3 To the extent not in contravention of any legal provision, the total liability of Ecolab resulting from the agreement or these General Conditions is limited to the annual purchase price to be paid by the Buyer for the goods supplied excluding sales tax. Should the restrictions of liability of Ecolab summarized here or an appeal against them not be accepted by law, the liability of Ecolab is limited to damage to the property of the Buyer and physical injury.

16.4 The Buyer indemnifies Ecolab against all claims from third parties for damage as a result of a defect in an item supplied to a third party and that (partly) consisted of items supplied by Ecolab subject to and to the extent that the Buyer demonstrates that the damage was exclusively caused by Ecolab.

16.5 To the extent not agreed otherwise in writing, the right of the Buyer to make legal claims on the basis of the agreement or these General Conditions lapses one year after the delivery date.

17 - security

17.1 With each agreement insufficient creditworthiness of the Buyer applies as resolute condition, in the judgement of Ecolab, also if partial delivery has already taken place.

17.2 Ecolab has the right to request security from and at the cost of the Buyer in a form and with a content specified by Ecolab at financial institution acceptable to Ecolab to secure compliance with the obligations of the Buyer. Ecolab is entitled to suspend its (delivery) obligations until security has been provided.

17.3 Ecolab has the right to claim settlement of the amounts due from the Buyer with those that Ecolab can claim from the Buyer from whatever cause whatsoever, also if these latter claim(s) are not yet due and payable.

17.4 The Buyer may not transfer rights and/or obligations from an agreement with Ecolab to a third party, nor pledge them, under any title whatsoever, nor transfer ownership without prior written permission from Ecolab.

17.5 If and to the extent the Buyer has concluded an agreement with a company associated with Ecolab on a concern basis and the Buyer fails in to comply with his obligations under the agreement, Ecolab may suspend its deliveries, activities and

services forthcoming from its own agreement with the Buyer, or dissolve the agreement without damage compensation being payable to the Buyer.

18 - intellectual proprietary rights

18.1 All rights to intellectual property (including know-how) with respect to deliveries, activities and services provided by Ecolab remain exclusively with Ecolab or its licensors. The Buyer only obtains a right of use to the extent required to be able to use the deliveries, activities and services in compliance with these conditions.

18.2 Unless explicitly agreed otherwise, Ecolab obtains all rights forthcoming from intellectual proprietary rights (including know-how) and all claims that originate within the context of the activities or services provided under these Conditions. On the first request of Ecolab the Buyer will immediately grant all cooperation to effect this acquisition.

18.3 Unless otherwise agreed, Ecolab hereby grants the Buyer a limited license to make use of the deliveries, activities and services it has purchased, on the condition that the Buyer will only use the deliveries, activities and services in compliance with these conditions and any supplementary reasonable instructions from Ecolab.

19 - equipment provided to the Customer (hereinafter the "Equipment") -

The Customer shall notify ECOLAB without delay of any defect or malfunction in all or part of the Equipment and take any required measures as a matter of urgency. ECOLAB shall make every effort to address these issues. The Customer shall safeguard the Equipment, which shall only be used according to the manufacturer's and ECOLAB's instructions, and together with the products recommended and sold by ECOLAB and/or its authorised distributors. The Equipment shall not be modified or removed without ECOLAB's prior written consent, under penalty of having to repay the Equipment replacement value. The Customer shall undertake to take out an insurance policy to cover any loss, theft, destruction or damage to the Equipment, including due to third parties, and fully compensate ECOLAB. For any damage, loss, theft or destruction of the Equipment due to the Customer or due to a failure to comply with the manufacturer's and/or ECOLAB's recommendations, the costs of repair and/or replacement, as well as all related costs (including downtime) shall be charged to the Customer.

In the event that its relationship with ECOLAB is terminated or that the site where the Equipment was installed ceases to be used by the Customer, the Customer shall commit to return the Equipment to ECOLAB in the same condition as when it was delivered thereto, with the exception of normal wear and tear tied to its use. The return shall be made at the Customer's site to a representative of ECOLAB and/or its authorised distributors within a maximum of fifteen (15) days from the termination of the relationship or operation. Failing that, the Customer shall compensate ECOLAB for all costs borne by the latter in order to recover the Equipment, including the new replacement value of the unreturned Equipment.

20 - applicable law and authorized lawcourt

20.1 All legal relationships between Ecolab and the Buyer fall exclusively under the jurisdiction of Dutch law. The applicability of the Vienna Convention is hereby explicitly excluded.

20.2 Any disputes between Ecolab and the Buyer will be brought before the authorized law court of Rechtbank Midden-Nederland.

21 - other provisions

Should any provision of these General Conditions become void or inapplicable, the other provisions will remain fully in force.

22 - final provision

These General Conditions can be changed by Ecolab. Changes will be made known to the Buyer by Ecolab in writing. The Buyer now already consents to the applicability of any changed General Conditions from the day of their making known to the Buyer.
