



Last revision date: May 15, 2026

## TERMS AND CONDITIONS OF SALE FOR CHEMTREAT PRODUCTS

### 1. APPLICABLE TERMS & CONDITIONS:

- 1.1. These Terms and Conditions of Sale (the “**Terms and Conditions**”) apply exclusively to the sale by OTT HydroMet B.V. trading under the tradename **ChemTreat Europe** (“**Supplier**”) of the specific products and related offerings described herein (“**Products**”). For purposes of these Terms and Conditions, Products include, as applicable, (i) specialty water treatment chemicals, formulations, and related consumables; (ii) any treatment programs or processes utilizing such chemicals; (iii) any related equipment, instrumentation, feeders, controllers, or other hardware provided, sold, or made available by Supplier (“**Equipment**”); and (iv) any associated services, including without limitation engineering support, testing, monitoring, maintenance, installation, training, and technical or consulting services (“**Services**”) (all of which shall be collectively referred to as “Products”).
- 1.2. The Terms and Conditions govern exclusively the sale, delivery, and provision of Products as described herein to the customer (the “**Customer**”), and apply solely to offerings marketed and sold under the “ChemTreat Europe” trade name by OTT HydroMet B.V. These Terms and Conditions do not apply to any other goods or services offered by OTT HydroMet B.V. under any other trade name, or under its broader portfolio.
- 1.3. Unless otherwise expressly stated, the term “OTT HydroMet” and/or “Supplier” includes only OTT HydroMet B.V. legal entity from which Customer places the relevant order and none of its affiliates. OTT HydroMet B.V. is a company registered in the Netherlands under company number 27239004 and with its registered office at Delftechpark 36, 2628XH Delft, The Netherlands. Unless otherwise specifically stated in a written purchase agreement signed by authorized representatives of Supplier and Customer, these Terms and Conditions establish the rights, obligations and remedies of Supplier and Customer which apply to any contract for the sale of Supplier’s Products as defined herein.
- 1.4. These Terms and Conditions are incorporated directly and/or by reference in Supplier’s offer, order acknowledgment, and invoice documents. These Terms and Conditions are not intended for consumers and shall only apply to businesses, legal persons under public law or special funds under public law.
- 1.5. Supplier expressly rejects any additional or inconsistent terms or conditions proposed by Customer at any time, whether or not such terms materially alter these Terms and Conditions and irrespective of Supplier’s acceptance or fulfillment of Customer’s order. Any additional or different terms or conditions contained in Customer’s purchase order or other communication shall be of no effect unless expressly agreed in writing by an authorized representative of Supplier.

### 2. CONCLUSION OF CONTRACTS:

- 2.1. The first to occur of the following acts constitutes an acceptance of offer and not a counteroffer and creates a contract of sale or for the provision of Services (“Contract”) in accordance with and incorporating these Terms and Conditions: (i) Customer’s issuance of a purchase order document against Supplier’s binding offer; (ii) acknowledgment of Customer’s order by Supplier; or (iii) commencement of any performance by Supplier pursuant to Customer’s order.



### **3. CANCELLATION:**

- 3.1. Supplier may cancel all or part of any order prior to delivery without liability if the order includes any Products that Supplier determines may not comply with export and import permits, safety, local certification, or other applicable compliance requirements, and/or for which Customer has not obtained the required export and import permits.
- 3.2. Apart from the existing statutory rights of cancellation, which remain unaffected by the above provisions, Customer is not entitled to cancel and/or withdraw from the Contract unless otherwise agreed upon by Supplier, which may be subject to fees and indemnification of costs and expenses.

### **4. DELIVERY:**

- 4.1. Unless otherwise agreed or stated, all sales are made EXW (Incoterms 2020).
- 4.2. Supplier may at any time, in its sole discretion, without liability or penalty, make partial deliveries of Products to Customer. Each delivery will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Contract. Supplier will use commercially reasonable efforts to deliver Products ordered herein within the time specified in the Contract or, if no time is specified, within Supplier's normal lead-time necessary for Supplier to deliver Products sold hereunder. Factory shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. Upon prior agreement with Customer and for an additional charge, Supplier will deliver Products on an expedited basis. Standard service delivery hours are the local office hours from Monday through Friday, excluding public holidays.
- 4.3. Legal title to goods, and to any works products prepared for Customer in the course of performing Services, passes to Customer only upon full payment of the purchase price, services fee, or other agreed compensation for these Products to Supplier. At the request of Supplier, Customer will use commercially reasonable efforts and cooperate in order to fulfil at its costs any further requirements for such retention of title being enforceable.

### **5. INSPECTION:**

- 5.1. Customer will promptly inspect and accept any Products delivered pursuant to the Contract after receipt of such Products.
- 5.2. In the event Products do not conform to any applicable specifications, Customer will promptly notify Supplier of such nonconformance in writing. In any case, obvious defects must be reported in writing within eight calendar days of receipt of the delivery and hidden defects during the inspection within the same period from discovery.
- 5.3. Customer will be deemed to have accepted any Products delivered under the Contract and to have waived any claim for such nonconformance in the event such a written notification is not received by Supplier immediately upon discovery as described herein.
- 5.4. Supplier will have a reasonable opportunity to repair or replace the nonconforming Products at its option. For the applicable process Customer must follow, please see Section 12 Limited Warranty. If Customer fails to properly inspect Products and/or report defects, Supplier's liability for the defect not reported on time or properly is excluded in accordance with the statutory provisions.

### **6. PRICES & PRICE ADJUSTMENTS:**



- 6.1. Unless agreed or stated otherwise, all prices are in EUR and are based on delivery terms of EXW according to Incoterms 2020 as stated in the Contract.
- 6.2. The prices listed represent an estimate for Products based on the current price lists at the time of order. The actual amounts charged are determined on the date of actual delivery along with shipping and transportation charges. Additionally, Supplier is entitled to impose a temporary surcharge if the supply chain costs (e.g., material, labor and freight costs, security fees and fuel surcharges) significantly increased since entering into the Contract.
- 6.3. All prices are always stated as net prices; they do not include inter alia, state and local taxes such as VAT, customs duties, charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Customer will either pay any and all such taxes, charges and fees or provide Supplier with acceptable exemption certificates, which obligation survives performance under the Contract.
- 6.4. Customer will be charged a minimum quantity surcharge of EUR 150 or equivalent for any single order less than EUR 500 or equivalent. Supplier reserves the right to establish or revise minimum order sizes and will advise Customer accordingly. If Customer requests the supply of additional Products, as against the amounts or types of Products or agreed in the Contract, or where substantial changes to Products are requested, Supplier shall be entitled to additional fair and appropriate compensation.
- 6.5. During the contract year, Supplier and Customer agree to hold good-faith discussions regarding any developments in the costs of raw materials, labor, energy, freight, manufacturing, tariffs, or Customer operating conditions which would suggest a price adjustment to for Products at each contract anniversary. Any applicable tariffs, energy surcharges, or similar cost pass-throughs imposed on Products shall be added to the total cost while in effect. Notwithstanding the foregoing, in the event Supplier experiences extraordinary or unanticipated cost increases due to market volatility (including raw materials or energy costs) for any affected Product or cost component, Supplier may implement a corresponding price adjustment for the impacted Product(s) by giving at least thirty (30) days prior written notice describing the underlying cost increase.

## **7. PAYMENTS:**

- 7.1. Customer agrees to pay Supplier in accordance with the invoices from Supplier. Unless agreed otherwise in writing, all invoices shall be paid within thirty (30) days from the invoice date without regard to delays for inspection or transportation, with payments to be made by check to Supplier at the above address or by wire transfer to the account stated on the front of Supplier's invoice. Applicable state and local taxes shall be added unless an applicable tax exemption certificate is submitted to Supplier prior to order placement.
- 7.2. If, in Supplier's sole discretion, Customer's financial condition does not justify the agreed payment terms, Supplier may require full or partial prepayment, cash payment, or other adequate assurance of performance, and may suspend shipment until such requirements are satisfied. For Customers without established credit, Supplier may require payment in advance of delivery. Credit card payments may be subject to additional charges and conditions.
- 7.3. In the event payments are not made in a timely manner, Supplier may, in addition to all other remedies provided at law, either: (a) declare Customer's performance in breach and terminate the Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the



delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) demand a lump sum payment at the rate provided by law; (f) repossess Products for which payment has not been made; (g) recover all costs of collection including reasonable attorney's fees exceeding the lump sum payment pursuant to (e); or (h) combine any of the above rights and remedies as is practicable and permitted by law. The right of Supplier to claim any further damages including reasonable attorney's fees remains unaffected.

- 7.4. Customer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Customer, constitutes a default under the Contract and affords Supplier all the remedies of a secured party under the applicable laws, as well as the remedies stated above for late payment or non-payment.
- 7.5. Customer is prohibited from setting off any and all monies owed under the Contract from any other sums, whether liquidated or not, that are or may be due Customer, which arise out of a different transaction with Supplier or any of its affiliates.

## 8. WIRE TRANSFERS:

- 8.1. Customer and Supplier both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Customer must verbally confirm any new or changed wire transfer instructions by calling Supplier and speaking with Supplier's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions

## 9. EQUIPMENT:

- 9.1. Where Products include Equipment, the following additional terms and conditions shall also apply:
  - 9.1.1. **Ownership:** Unless and until such time Customer pays for Equipment in full, any Equipment shall remain the sole and exclusive personal property of Supplier even though Customer may attach Equipment to realty. Supplier may cause such Equipment to be marked to indicate Supplier's ownership. Customer agrees to cooperate in the filing of any necessary financing statements to protect Supplier's interests;
  - 9.1.2. **Use:** Equipment shall be used only in conjunction with Products and based on Supplier's guidance;
  - 9.1.3. **Customer Facility:** Customer shall install and provide necessary utilities as specified by Supplier for the term of this Contract and, in addition, will provide Equipment with shelter, tank pads, spill protection and foundations as appropriate. Customer shall receive, unload, and place Equipment at no cost to Supplier;
  - 9.1.4. **Maintenance and Consumables:** Supplier will be responsible for all routine maintenance of the Equipment only to the extent covered by and within the scope of the applicable Equipment warranty. Customer shall be solely responsible, at its own cost, for purchasing and obtaining all consumables, materials, utilities, and supplies required in connection with the installation, operation, use, and maintenance of the Equipment;
  - 9.1.5. **Risk of Loss:** Customer agrees to assume all risk of loss arising from or pertaining to the possession, operation, or use of such Equipment. Customer shall obtain and maintain for the term of this Contract property damage and liability insurance sufficient to cover loss or damage to the Equipment including, without limitation, loss by



fire (including so-called extended coverage) and such other risks of loss as are customarily insured against for the businesses in which Customer is engaged.

#### **10. CUSTOMER RESPONSIBILITIES:**

- 10.1. Customer agrees to inform Supplier, promptly and in writing, of all specific conditions at Customer's facilities that may affect the performance of the Agreement, including any applicable health, safety, environmental, security, or regulatory requirements and any recommended or mandatory precautions. Customer represents and warrants that all information provided to Supplier regarding Customer's operating conditions, equipment, systems, water or process characteristics, workflows, and procedures is true, complete, accurate, and representative of actual conditions at all times, and Customer shall promptly in writing notify Supplier of any changes (including but not limited to changes in equipment, controls, staffing, operating set-points, production schedules, or makeup water quality) that may affect Products.
- 10.2. Supplier will accept no responsibility for: (a) Customer's lack of diligence or failure, in whole or in part, to follow the recommended implementation of the Program by Supplier; (b) any act or omission, negligence or failure of Customer or any third party engaged by Customer in the operation of the Equipment or Customer's systems in which Products are used; (c) the introduction or use of materials, chemicals equipment, instrumentation, controllers, sensors, treatment devices, or services into Customer's systems which are not recommended or provided by Supplier; or (d) Customer's failure to provide timely, accurate and representative information regarding its operating conditions or any relevant change in such conditions not otherwise communicated to Supplier.
- 10.3. Customer shall: (a) provide complete and accurate information required for the performance of the Contract and promptly update such information throughout the term; (b) notify Supplier of any relevant changes to facilities, systems, or operations; (c) maintain required logbooks accurately, including but not limited to all readings, chemical feed rates, blowdown, makeup, and system operating parameters, and make them accessible to Supplier; (d) provide uninterrupted access to light, power, water, ventilation, and serviced systems and provide Supplier and its personnel safe and reasonable access to the facilities, systems, sampling points, and equipment during normal business hours, and as reasonably required for emergency response; (e) ensure proper, stable, and uninterrupted operation of its systems.
- 10.4. Customer remains responsible for the consequences of process contamination, uncontrolled water losses, changes in makeup water quality, equipment malfunction, unscheduled operations, or other events affecting Products, unless Customer proves that such consequences were solely, directly and culpably caused by Supplier and would not have occurred but for Supplier's acts or omissions, excluding any contributing causes attributable to Customer, Customer's personnel, Customer's contractors, or non-Supplier chemicals, equipment, or services.
- 10.5. Customer shall carry out relevant tasks not expressly included in Products in accordance with Supplier's instructions or requirements and shall not interfere with Supplier's performance. Customer shall provide timely notice of any planned shutdowns or material operational changes and ensure Supplier access during such periods as reasonably requested or required.
- 10.6. Customer is responsible for obtaining and maintaining all permits, authorizations, and approvals required for the operation of equipment and for the storage, handling, and use of Products at its facilities including but not limited to any permits required for discharge, storage tanks/secondary containment, and chemical handling, as well as for allowing Supplier and Supplier personnel to access Customer's premises and perform the Services. Customer remains responsible for all information and



documentation submitted to authorities, even where Supplier provides such information at Customer's request, and any such assistance by Supplier shall not shift compliance responsibility from Customer to Supplier.

- 10.7. Customer acknowledges that Products may be hazardous to human health and/or the environment. Customer shall ensure that it and all persons handling Products are properly informed of applicable risks and trained in their safe handling, storage, and use from delivery onward, including compliance with all applicable instructions, labeling requirements, and site-specific safety policies, and Customer shall be solely responsible for any mishandling, improper storage, or misuse of Products by Customer or any third party.

## **11. TERM AND TERMINATION:**

- 11.1. Either party may terminate this Contract for breach only where written notice of the alleged breach is provided and the breaching party is afforded a minimum of thirty (30) days to remedy such breach. This Contract may be terminated with immediate effect if either party (a) files for bankruptcy protection, (b) is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such party (except for involuntary bankruptcies which are dismissed within sixty (60) days), (c) has passed a voluntary winding-up resolution or (d) has a receiver or trustee appointed for all or a substantial part of its property.

- 11.2. Supplier may terminate this Contract for convenience upon thirty (30) days' prior written notice to Customer. Upon expiration or termination of this Contract for any reason, Supplier may, at its option, require Customer to either (a) return any Supplier-owned inventory or Equipment, or (b) pay in full for such inventory or Equipment, in accordance with Supplier's instructions.

- 11.3. Termination or expiration of this Contract shall not affect any amounts accrued and owing at the effective date of termination and shall be without prejudice to any rights or remedies available to either party under this Contract or at law or equity, including the right to seek injunctive relief. Any provisions which by their nature are intended to survive termination or expiration, including but not limited to confidentiality, proprietary information, data privacy, indemnification and liability limitation, shall so survive.

## **12. LIMITED WARRANTY:**

- 12.1. Supplier warrants that goods sold under the Contract will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, materially conform to Supplier's applicable written specifications and any expressly applicable written warranty pertaining to the specific goods purchased. The warranty period for goods is twelve (12) months from delivery unless a shorter or longer period is expressly stated in the applicable manual or agreed in writing between the parties for the goods in question, excluding any consumables or perishable chemicals with a shorter usable life. Supplier warrants that Services furnished under the Contract will be provided in a workmanlike manner consistent with generally accepted industry standards and will be free from defects in workmanship for a period of ninety (90) days from the completion of the Services. Except as expressly set out herein, Supplier makes no other warranties of any kind, whether statutory, oral, written, express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose, or any warranty arising from course of dealing or usage of trade, and Customer's sole and exclusive remedy for any breach of warranty shall be limited to repair or replacement of the affected Products, at Supplier's decision and discretion, provided that Customer gives Supplier



prompt written notice upon discovery of the defect within the applicable warranty period.

- 12.2. Supplier may, at its own discretion, perform any repairs at its designated repair facility, directly or through authorized service providers, or at Customer's site. A Customer seeking warranty service must contact Supplier for instructions on repair location and associated logistics. Supplier shall cover transport costs only to the extent shipment is arranged through Supplier's designated carrier, and all other logistics, deinstallation and reinstallation costs shall be borne by Customer.
- 12.3. Parts provided by Supplier in the performance of repairs may be new or refurbished parts functioning equivalent to new parts. Supplier reserves the right to invoice at list price for any parts replaced in the course of a warranty measure that are replaced due to normal wear and tear or routine maintenance and Customer agrees to pay for such parts. The same applies to parts replaced during a service visit. Replaced or repaired parts or deliveries are warranted against defects for the remainder of the original warranty period. All parts that are removed and replaced by Supplier shall become the property of Supplier.
- 12.4. Supplier does not assume any liability for defects which occur due to reasons for which Supplier is not responsible, in particular but not limited to natural wear and tear. No warranties are extended to consumable items. Supplier excludes any warranty for (i) Products not set into operation by Supplier technicians or a certified dealer, or not installed in accordance with instructions provided by Supplier, (ii) Products altered by Customer without Supplier's written authorization, (iii) use of parts, accessories, chemicals or consumables not provided or approved in writing by Supplier, (iv) damages resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which Products are not designed to operate or are not in accordance with Supplier's operating manuals, (v) repair, maintenance, and/or servicing by anyone other than Supplier or an authorized service provider of Supplier, (vi) Products not maintained in accordance with Supplier requirements, instructions, or manuals, (vii) site prework not complete per Supplier's advice, (viii) changes in input water quality, process conditions, or other governing operating conditions differing from those disclosed at the time of order. Costs of such repairs and works shall be borne by Customer.
- 12.5. Supplier does not warrant any specific operational results, outcomes, or performance efficiencies (including without limitation reduction of scaling, corrosion, or consumption levels fouling, biological activity, emissions, discharge compliance, or consumption levels), all of which depend on continued Supplier control of dosing, monitoring, and maintenance of Products and Program. Any intervention by third parties or cessation of Supplier provided services shall relieve Supplier of responsibility for Products and Program performance thereafter.

### **13. INDEMNIFICATION:**

- 13.1. Customer shall assume all responsibility for all risks of loss, damage, injury, or death to Customer or others based on or arising out of the possession, handling, transportation, unloading, storage, resale, or use by Customer or by others of Products purchased from Supplier for any purpose whatsoever, including, but not limited to, any injuries or damages arising from spillage or other occurrences during the unloading of Products at their destination.
- 13.2. Customer agrees to defend, indemnify, and hold harmless Supplier, its affiliates, and their respective directors, officers, employees, and agents from and against any and all losses, claims, suits, liabilities, demands, actions, proceedings, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Customer's or any third party's possession, handling, storage, unloading, resale, or use of



Products, including any accident, injury, damage, or death arising from spillage or other occurrences during unloading at destination; and/or (b) Customer's breach of this Contract or violation of applicable laws or regulations. This indemnity applies regardless of the theory of liability (including negligence) to the extent arising from or relating to Customer's use or handling of Products. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

#### **14. LIMITATION OF LIABILITY:**

- 14.1. In no event shall Supplier be liable for indirect, special, incidental or consequential damages, including but not limited to damages for loss of Product, lost profit, revenue or opportunity, plant downtime, damages incurred in installation, repair or replacement, losses resulting from or related to downtime of Products or inaccurate measurements or reporting, the cost of substitute products, claims of any Customer and its affiliates and their respective directors, officers, employees, agents, and contractors for such damages or contractual penalties, whether or not such party has been advised of the possibility of the same, and whether in contract, tort, negligence or otherwise.
- 14.2. The total liability of Supplier and affiliates and their respective directors, officers, employees, agents, and contractors, arising out of the performance or nonperformance under the Contract or Supplier's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed EUR 100,000 in aggregate on an annual basis.
- 14.3. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, liability for damages caused by willful misconduct or gross negligence, or culpably caused injury to life, limb or health.

#### **15. PROPRIETARY INFORMATION; DATA PRIVACY:**

- 15.1. "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, user interfaces or designs or otherwise, which Supplier considers proprietary, including but not limited to service and maintenance manuals. Customer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Supplier and will not transfer or disclose it without Supplier's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it.
- 15.2. All such Proprietary Information remains Supplier's property. No right or license is granted to Customer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Supplier, except for the limited use licenses implied by law.
- 15.3. In respect of personal data supplied by Customer to Supplier, Customer warrants that is duly authorized to submit and disclose these data, and that Customer will comply with all applicable data protection laws. Customer acknowledges that Supplier will use Customer's personal data in accordance with its Privacy Policy, located at <https://www.kippzonen.com/privacy-policy> and incorporated herein by reference.
- 15.4. In respect of other data and information that Supplier may receive in connection with Customer's use of Products including without limitation data that are captured by Products and transmitted to Supplier, Customer hereby grants Supplier and its affiliates a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data



for use in an anonymous manner, for its business purposes including but not limited to facilitating marketing, sales and R&D activities of Supplier and its affiliates.

#### **16. FORCE MAJEURE:**

16.1. Except for Customer's payment obligations, neither party shall be liable for delays in performance, in whole or in part, or any loss, damage, cost or expense, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, pandemics, embargos, acts of government or other civil or military authority, war, riots, delays in transportation, difficulties in obtaining labor, materials, manufacturing facilities or transportation, tariff, embargo, fire, strike, or other similar causes ("Force Majeure Event"). In such event, the party delayed shall promptly give notice to the other party. The party delayed shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The party affected by the delay may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Contract without penalty and without being deemed in default or in breach thereof, if such Force Majeure Event lasts longer than ninety (90) days. If a Force Majeure Event affects Supplier's ability to meet its obligations at the agreed upon pricing, or Supplier's costs are otherwise increased as a result of such Force Majeure Event, Supplier may increase pricing accordingly upon written notice to Customer.

#### **17. TRADEMARKS AND OTHER LABELS:**

17.1. Customer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

#### **18. INTELLECTUAL PROPERTY:**

18.1. All intellectual property, including without limitation Supplier's processes, methods, formulations, technologies, treatment programs, know-how, tools, data models, improvements, and other inventions, whether pre-existing or developed, conceived, or reduced to practice during the performance of the Contract, shall remain the sole and exclusive property of Supplier. Customer acknowledges that the deliverables may incorporate or reflect Supplier's proprietary intellectual property, and no ownership thereof is transferred to Customer.

18.2. Nothing in this section or anywhere else in this Contract gives Customer any ownership interest in or rights to Supplier's intellectual property, whether by implication, estoppel, or otherwise, except that Supplier grants Customer a limited, non-exclusive, non-transferable license to use the deliverables solely for Customer's internal business purposes in connection with Products provided under this Contract.

18.3. Supplier shall indemnify Customer against any final judgment for damages and costs rendered by a court of competent jurisdiction in any suit brought on account of the alleged infringement of any United States patent by any Product supplied by Supplier hereunder, but only to the extent such infringement arises solely from the sale or normal use of such Product in accordance with Supplier's product literature and specifications, unless and to the extent the alleged infringement results from (a) Customer's use of Products in combination with other products not provided by Supplier, (b) the manufacture of Products in accordance with materials, designs, or specifications furnished or designated by Customer, or (c) a use by Customer that is not in accordance with Supplier's product literature. In any such excluded case, Customer shall defend,



indemnify, and hold harmless Supplier against any judgment for damages and costs rendered against Supplier in any suit brought on account of the alleged infringement.

- 18.4. As a condition to Customer's right to indemnification, Customer must notify Supplier in writing of any such claim within fifteen (15) business days after Customer's receipt or discovery of the claim. Supplier shall be entitled to participate in the defense and, upon written notice to Customer, shall have the right to assume and control the defense of such claim. If Supplier assumes the defense, Customer may participate in such defense at its own expense with counsel of its choosing.
- 18.5. In no event shall either Supplier or Customer be liable to the other for any special, indirect, incidental, or consequential damages arising out of or relating to any patent infringement claim.

## **19. SOFTWARE:**

- 19.1. Any licenses to Supplier's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media or made available through a clickthrough, click-accept, or similar electronic acceptance process within or associated with the software (which terms Supplier will provide to Customer before entering the Contract as described herein upon Customer's request). In the absence of such terms and for all other software, Supplier grants Customer only a personal, non-exclusive license to access and use the software provided by Supplier with Products purchased under the Contract solely as necessary for Customer to enjoy the benefit of Products. A portion of the software may contain or consist of open source software, which Customer may use under the terms and conditions of the specific license under which the open source software is distributed. Customer agrees that it will be bound by any and all such license agreements, including those accepted via click-through or electronic acceptance mechanisms. Title to software remains with the applicable licensor(s).

## **20. SERVICES:**

- 20.1. Supplier shall perform the Services in a professional manner consistent with generally accepted industry standards and using reasonable care and diligence. Supplier may use affiliates and subcontractors for the performance of the Services. Supplier shall have the right, during normal business hours, to inspect and service equipment covered by the Services.
- 20.2. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) Equipment alterations not authorized in writing by Supplier; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the good is not designed to operate or is not in accordance with Supplier's operating manuals; (c) the use of parts, accessories, or chemicals not provided by Supplier; (d) damage resulting from acts of war, terrorism, or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.
- 20.3. Standard delivery hours for Services are the local office hours from Monday through Friday, excluding public holidays.
- 20.4. Customer shall be obliged to accept the Services, and acceptance cannot be refused due to insignificant defects. Services shall be deemed to have been accepted if Seller has set Customer a reasonable deadline for acceptance after completion of the Services and Customer has not refused acceptance within this deadline.



## **21. CHANGES AND ADDITIONAL CHARGES:**

21.1. Supplier reserves the right to make design changes or improvements to any products of the same general class as Products being delivered under the Contract without liability or obligation to incorporate such changes or improvements to Products ordered by Customer unless agreed upon in writing before Products' delivery date. Where Customer requests the supply of additional or different Products, Supplier is entitled to additional fair and appropriate compensation; provisions in Customer's order to the contrary (including, e.g., fixed prices) do not apply.

## **22. SITE ACCESS, PREPARATION, WORKER SAFETY, ENVIRONMENTAL COMPLIANCE:**

- 22.1. In connection with Services provided by Supplier, Customer agrees to permit prompt access to its premises and Equipment.
- 22.2. Customer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction.
- 22.3. Customer is the operator and in full control of its premises, including those areas where Supplier personnel or (sub)contractors are performing any services, repair and maintenance activities. Customer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations
- 22.4. Customer is the generator of any resulting wastes, including without limitation hazardous wastes arising out of the performance of the Contract including performance of Services. Customer is solely responsible to arrange for the disposal of any wastes at its own risk and expense.
- 22.5. Customer will, at its own expense, provide Supplier personnel and (sub)contractors working on Customer's premises with all information and training required under applicable safety compliance regulations and Customer's policies. If the Equipment to be serviced is situated in an unsafe environment Customer is solely responsible to make it available in an environment where Supplier personnel's safety will be ensured and where the conditions will not interfere with their ability to perform the service work. Supplier personnel will not work in an unsafe environment and Customer will bear the costs for any service visit aborted due to non-compliance with these safety responsibilities and for any return visit needed to complete the work.
- 22.6. In the event Customer requires Supplier personnel to attend safety or compliance training programs provided by Customer, Customer will pay Supplier the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Supplier and does not serve to alter, amend, limit or supersede any part of these Terms and Conditions and/or the Contract.

## **23. LIMITATIONS ON USE:**

23.1. Customer will not use any Products for any purpose other than those identified in Supplier's catalogs and literature as intended uses. Unless Supplier has otherwise agreed upon in writing, in no event will Customer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Customer use in any application any Product that requires a special medical device clearance unless and only to the extent Product has such clearance. Further, Customer shall not sell, transfer, export or reexport any Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Products or technology in any facility



which engages in activities relating to such weapons. Any warranty granted by Supplier is void if any Products covered by such warranty are used for any purpose not permitted hereunder.

## **24. COMPLIANCE WITH LAWS:**

### **24.1. Export and Import Licenses and Compliance with Export Controls:**

- 24.1.1. Unless otherwise specified in the Contract, and/or if applicable by mandatory laws, Customer is responsible for obtaining any required export or import licenses at his risk and expense in accordance with the applicable or agreed delivery terms.
- 24.1.2. Customer shall comply with all laws and regulations applicable to the installation, use or further sale of all Products, including applicable import, export and reexport control laws and regulations of the EU and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, reexport, transfer and use of all Products and technology delivered under the Contract.
- 24.1.3. Customer explicitly agrees to not sell, export or reexport any of Products, directly or indirectly, to any country to which the sale, supply, transport, export or reexport of Products is prohibited by the applicable laws and regulations, and undertakes to ensure that adequate mechanisms are in place to ensure compliance with the same by any third parties further down the commercial chain.
- 24.1.4. Any violation of this section and the applicable laws and regulations shall constitute material breach of an essential element of these Terms and Conditions and/or this Contract. Without limiting Supplier's remedies under applicable laws, Supplier may terminate the Contract immediately if it believes, in good faith, that Customer has breached any provision of this section or has violated or caused Supplier to violate any laws or regulations applicable to these Terms and Conditions and/or this Contract. Customer shall immediately inform Supplier about any problems in respect to this section, including any relevant activities by third parties, and shall make available to Supplier information concerning compliance with the obligations under this section upon request.

### **24.2. Compliance with Applicable Anti-Corruption and Bribery Laws:**

- 24.2.1. Customer shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with the Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Customer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Customer or for Supplier, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Customer's activities related to the Contract. Supplier asks Customer to "Speak Up!" if aware of any violation of law, regulation or Supplier's Standards of Conduct ("SOC") in relation to the Contract. See <https://www.veralto.com/integrity-compliance/> and [www.veraltointegrity.com](http://www.veraltointegrity.com) for a copy of the SOC and for access to Supplier's Help-line portal.



## **25. RELATIONSHIP OF PARTIES:**

- 25.1. Customer is not an agent or representative of Supplier and will not present itself as such under any circumstance unless and only to the extent it has received a separate duly-authorized letter from Supplier setting forth the scope and limitations of such authorization.

## **26. NON ASSIGNMENT AND WAIVER:**

- 26.1. Customer may not assign of any or all of its duties or rights hereunder, without the prior, written consent of Supplier. Assignment in violation of this Contract shall be deemed null and void. Supplier may assign this Contract, in whole or in part, without Customer's consent, to any entity that directly or indirectly controls, is controlled by, or is under common control with Supplier, including any entity under the same ultimate parent company.
- 26.2. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of these Terms and Conditions, or the terms or conditions of the Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

## **27. GOVERNING LAW AND JURISDICTION:**

- 27.1. The construction, interpretation and performance hereof and all transactions hereunder shall be governed exclusively by the laws of the Netherlands excluding the Convention on the International Sale of Goods (CISG) and without regard to its principles or laws regarding conflicts of laws.
- 27.2. Unless otherwise specifically agreed upon in writing between the parties and to the extent permitted by law, the exclusive place of jurisdiction for any dispute relating to the Contract which is not amicably resolved by the parties shall be Amsterdam, Netherlands. However, Supplier shall also be entitled to sue Customer before the court of its place of business.

## **28. ENTIRE AGREEMENT & MODIFICATION:**

- 28.1. These Terms and Conditions together with the Contracts formed as described herein (incorporating these Terms and Conditions) constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written.
- 28.2. No change to or modification of these Terms and Conditions or any Contract shall be binding upon Supplier unless in a written instrument specifically referencing that it is amending these Terms and Conditions and/or a specific Contract and signed by an authorized representative of Supplier.
- 28.3. If any provision of these Terms and Conditions or of any Contract to any extent is declared invalid or unenforceable, the remainder of these Terms and Conditions or the Contract will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law.

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