

Terms and Conditions of Sale - Ecolab Pte Ltd ("Ecolab")

Notwithstanding any other contract or document in place including customer supplied Purchase Order, Executed contract or otherwise the Notice and Return Procedure for Goods is a condition of supply: Notice and Return Procedure for Goods: All goods (including chemicals, other consumables and equipment) to be sold which are not provided as part of the Services) have been delivered on Customers request and to the site found on this document. If this does not comply with your order please contact customers service on +65-6505 6998 within 7 days to assist in returning the goods and to obtain a return authorization notice. Ecolab shall not accept any opened/damaged/tampered items. Where the goods delivered are used/kept or consumed, payment in full is required within the payment terms specified. On any return of goods to Ecolab, ensure that a proof of delivery (POD) has been obtained by you, specifying the recipient as Ecolab, appropriate delivery address and an authorised Ecolab signature. Where a POD is not supplied by the customer on request, payment in full is required within the payment terms specified. Unauthorized returns shall not be accepted by Ecolab.

1. GENERAL: Ecolab shall be responsible for reasonable diligence and care in providing its services and goods, and Customer shall be reasonably diligent in following Ecolab's instructions related to such goods and services. Ecolab shall not be liable for any failure caused by Customers failure to follow Ecolab's instructions. The below terms and conditions are subject to and will be deemed replaced by any conflicting provisions in an existing executed written Contract between Ecolab and Customer.

2. TERMS: Standard payment terms are net 30 days of invoice date. Past due invoices are subject to a late fee of 1% per month. Prices exclude any applicable Tax, Duties, Excise and similar fees. Unless otherwise agreed, goods shall be shipped Ex Works Ecolab's facility, and risk of loss shall pass to Customer upon Ecolab's tender of the good or equipment. Title to goods sold shall pass upon delivery to customer.

3. ECOLAB EQUIPMENT: For Ecolab-owned equipment, transporters and PORTA-FEED® units ("Equipment") furnished to Customer on a rental or use (as part of Services) basis, the following applies:

a) Equipment shall remain the sole personal property of Ecolab even though attached to realty. Ecolab may mark Equipment to indicate its ownership, and file a financing statement covering such Equipment. Customer shall provide a suitable location and utilities for the Equipment, and is responsible for applicable personal property or use taxes.

b) Customer shall not use the Equipment with any materials or products other than those recommended or approved by Ecolab. Customer shall install and operate the Equipment in accordance with Ecolab's recommendations. Ecolab shall have the right to inspect and service Equipment during normal business hours. Customer assumes all risk of loss, damage or liability arising from its possession or use of Equipment, and shall indemnify Ecolab from all such losses, damages or liabilities.

c) Empty transporters and PORTA-FEED® units shall be promptly returned to Ecolab. Upon termination of this agreement, Customer at its expense shall return all Equipment to Ecolab in the same condition as received, ordinary wear and tear excepted.

d) Any software and documentation provided by Ecolab remains the sole and exclusive property of Ecolab, and shall be used only for purposes authorized by Ecolab.

e) All Equipment Rental shall be covered by the Rental of Equipment Agreement Terms and Conditions.

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

5. WARRANTIES: Ecolab warrants that (a) its chemical products shall conform to Ecolab's standard product specifications in effect at the time of shipment, (b) its services shall be performed in a good and workmanlike manner, (c) its equipment shall be free from material defects in workmanship and materials for a period of 12 months from the date of shipment, and (d) its goods and equipment shall be transferred with good title free of liens. Ecolab's liability under this warranty is limited to repair or replacement of defective items, re-performance of nonconforming Service, or a refund of or invoice credit for the defective item or nonconforming Service. The water treatment program does not cover, and Ecolab makes no warranties with respect to, water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria. ECOLAB DISCLAIMS ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. CONFIDENTIALITY: Customer shall not: (a) disclose to a third party any non-public information, composition, design, operation or application of Ecolab goods and equipment ("Proprietary Information") without the prior written consent of Ecolab; or (b) use the Proprietary Information for any purpose not authorized by Ecolab. Customer shall not be liable for disclosure of information that: (a) is or becomes part of the public domain through no fault of Customer; (b) is disclosed to Customer by a third party having the right to make such disclosure; or (c) is in the possession of Customer at the time of disclosure by Ecolab.

7. COMPLIANCE WITH LAWS: Customer shall not resell goods without Ecolab's prior consent, and shall not resell, divert, transship, export or re-export the product to any country, except in accordance with applicable national and state laws and regulations. Customer is responsible for compliance with all environmental, health and safety regulations regarding its facility, operations, and equipment, including any registrations applicable to use of storage tanks at its facilities.

8. TERMINATION: Either party may terminate this agreement if (a) the other party fails to perform a material obligation and (b) such default is not cured within 45 days after written notice of the failure. If Customer fails to make a payment when due or Customer's financial condition becomes unsatisfactory to Ecolab, then Ecolab, at its option, may (a) withhold future performance until Customer cures the default or improves its financial condition to Ecolab's satisfaction; (b) require payment in advance; or (c) terminate this agreement.

9. MISCELLANEOUS:

a) This agreement shall be governed by the laws of Singapore without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is inapplicable to this agreement.

b) This agreement is the complete contract between Ecolab and the Customer in relation to the goods and services. No Customer issued terms and conditions, confirmation, delivery document, payment advice, or subsequent representation (unless agreed in writing) will vary this agreement.

c) With respect to matters related to this agreement, each party as indemnitor agrees to hold the other party harmless from damages, claims, liabilities and costs caused by the negligence or misconduct of the indemnitor. Notwithstanding any other clause, neither party will be liable to the other for consequential loss (including lost profit, lost production) or damage howsoever caused arising out of this contract or any related document or out of the supply, storage or use of the Goods. This clause survives the termination of the Contract.

d) Ecolab may use a subcontractor provided that the subcontractor is acceptable to the Customer.

e) The Contract shall automatically renew for an additional 12 months unless Customer provides written notice of termination 60 days prior to expiration of the initial term. Fees may be adjusted during such extension

10. SERVICES: Services means all services (including chemicals and other consumables ("Service Chemicals"), and equipment provided as part of the services) to the extent provided under this contract, and to which the following shall apply:

a) Service Chemicals shall be owned by Ecolab until removed from the storage vessel. Customer shall provide an appropriate storage vessel or location for the Service Chemicals, and after deliver to Customers facility, shall be responsible for loss of or damage to any Service Chemicals unless caused by Ecolab's negligence. Ecolab shall have a right to inspect Service Chemicals and Equipment.

b) Upon termination of the Services, Customer shall purchase all remaining Service Chemicals at the then current price unless the Service Chemicals are in an unopened container returnable under Ecolab's returned material policy.

c) The fee is applicable to the plant operating conditions supplied by Customer, and is subject to review and revision if there is a change in the load or other uncontrolled water losses.

TRASAR® License

Ecolab has one or more patents and related know-how, which pertain to either TRASAR or 3D TRASAR method of use or practice of technology ("Tracer Technology"). Customer's purchase of equipment, software and chemicals from Ecolab conveys to Customer a non-assignable and non-transferable express license to practice Tracer Technology that correlates with equipment, software and chemicals that Customer chooses to purchase for its water treatment facilities needs for the practice of Tracer Technology; and all or some of the royalty for such license is included in the payments made by Customer for certain equipment, chemicals and software it has agreed to purchase from Ecolab. Ecolab, however, does not prohibit Customer from using purchased equipment and software for non-proprietary technologies. Ecolab grants no other rights expressly, by implication, or by estoppel, or under any other patent rights owned or licensable. If Customer is not willing to accept the limitations of this limited use statement, then Customer shall promptly advise Ecolab of such, and Ecolab will accept return of the equipment (within 7 days of receipt of the equipment as per the Notice and Return Procedure) and software in its original, new condition for a full refund.

Ecolab will, on request, license to Customer at its standard royalty rate to practice the Tracer Technology, using constituents purchased from any non-Ecolab source whatever. Any warranties or performance guarantees granted by Ecolab relating to the Tracer Technology shall be nullified in the event that Customer purchases chemicals, equipment or software from vendors other than Ecolab. (Persons wishing a copy of Ecolab's standard license should write to Ecolab).

PORTA-FEEDTM is a Nalco Company trademark