

ELGA LABWATER NORTH AMERICA - GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to and govern any agreement between Veolia Water Technologies, Inc. d/b/a Elga ("ELGA") and the Purchaser for the supply of equipment ("Product") and/or Services associated ("services") by ELGA to the Purchaser (the "Order"). Any other terms, conditions, warranties or representations, whether made prior to, collateral with or subsequent to the date of an Order are excluded. No additional terms of any nature put forward by the Purchaser, whether printed on the Purchaser's documents or in any other form, shall apply unless expressly agreed to in writing by ELGA.

1. OFFER

1.1 ELGA shall provide a specific technical and commercial offer defining the scope of supply and the conditions on which ELGA shall provide such supply and/or services. ("Offer")

1.2 ELGA may vary the content of an Offer at any time before its acceptance. **1.3** Unless otherwise stated in an Offer, that Offer remains open and valid for acceptance for thirty (30) days after its date, but may be withdrawn by ELGA at any time before acceptance.

1.4 ELGA may propose specific Connectivity solution services ("Hubgrade") which refers to the hardware(s) and/or software solution(s), necessary for any collection of any Product Data, transfer thereof to the Hubgrade Platform (or any other digital platform from Veolia) and making any Product Data available in return to the Equipment as the case may be in order to perform the Service (subject to subscription of the relevant module(s) of Hubgrade by the Customer) by separate Order and specific terms agreed.

2. EFFECTIVE DATE DURATION SERVICE

2.1 An Order shall become effective upon ELGA's written acceptance of such Order for Product and/or Services from the Purchaser (the "Order").

2.2 Any Service Order shall once entered into force, continue unless and until terminated by either Purchaser or ELGA with at least three (3) months' written notice to the other party.

As a condition to the performance of the supply of any Product and/or Service by ELGA, the Customer shall: (a) have obtained and maintained any and all licenses, permits, and consents required to comply with any applicable legislation and/or regulation in order, (b) provide and maintain at all times continuous and sufficient supply of all utilities as required by the Supplier; (c) grant and maintain at all times a high-speed internet connection free of interruption plus an access to its network and/or information systems to the extent reasonably required by the Supplier to perform the Service; (d) at all times provide the Supplier free and clear access to the service area on Site as well as to any other relevant (e) any applicable down payment shall have been received by the Supplier

3. CANCELLATION

Unless otherwise required by law, Purchaser shall not cancel any Order unless the Purchaser: a) obtains ELGA's prior written consent; and b) pays Veolia all costs incurred or damages suffered by Veolia in connection with the cancellation of the Order (including without limitation any charges, duties, taxes, expenses, design costs, purchasing costs or other outgoings paid or incurred in the expectancy of completion of the Order). Products returned without Veolia consent will not be accepted for credit.

Orders placed by Purchaser and accepted by ELGA cannot be cancelled except with the written consent of ELGA and on terms which indemnify ELGA against loss arising out of the cancellation. Goods returned without the written consent of ELGA will not be accepted for credit.

4. PRICES; PAYMENT TERMS; RISK OF LOSS & TITLE

4.1 The price of Products shall be specified in the Offer to the Purchaser. The price is exclusive any sales consumer tax, and/or other similar taxes, excise and custom duties, required by law in the country of delivery of the Products. **4.2** The Purchaser shall pay ELGA within thirty (30) days net receipt of invoice. Interests are payable on all late payments, at the rate of 1.2 times the "US Prime Rate" published by the Bank of New York from time to time, calculated daily from the due date until the date of the full payment. All prices are ex-works. All prices are payable in US Dollars unless otherwise agreed in writing by ELGA and Purchaser.

4.3 Unless otherwise stated in the Order, ELGA shall invoice the Purchaser 60% of the value of the Order upon receipt of the Order, 40% upon readiness for shipment.

4.4 ELGA shall provide the packing specified in the Offer to protect the Products during their transport to site. If no packing is specified in the Offer, the Supplier shall provide the packing commonly used for the Products mentioned in the Offer, to ensure protection during their transport to site.

4.5 The risk of loss of or damage to the Product shall pass to the Purchaser when they are made available for delivery Ex Works ELGA's facility. If there is damage or product loss when the shipment arrives, notification, including photographs and list of lost items are required to be sent back to ELGA within 5 business days of receiving the damaged or lost Product.

4.6 All Product shall remain the ELGA's property until full payment received for a specific Order.

5. LIMITATION OF LIABILITY & EXCLUSION OF DAMAGES

5.1 The total aggregate liability of ELGA to Purchaser whether in contract, tort (including negligence), strict liability or under any other legal theory shall in no event exceed the value of the Order.

5.2 ELGA shall not be liable for any indirect or consequential losses or damage suffered by the Purchaser however caused, including without limitation, delay, loss of production or loss of profits or revenues, loss of use of the goods or other property and for any and all special, or punitive damages arising under specific Order.

6. WARRANTY

6.1 ELGA warrants to Purchaser that Product, and each component part thereof, will be free from defects in materials and workmanship for a period of twelve (12) months from the installation completion of the Product or eighteen (18) months from the date of delivery whichever comes first (the "Mechanical Warranty Period"). ELGA further warrants all that all services performed by ELGA, including installation of Product supplied by ELGA, will be free of defects in workmanship for a period of ninety (90) days from the date of completion of the performance of such services (the "Services Warranty Period") (the Mechanical Warranty Period and the Services Warranty Period are collectively referred to as the "Warranty Period") (the "Warranty"). If at any time prior to the expiration of the applicable Warranty Period, Purchaser discovers any breach by ELGA of the Warranty and notifies ELGA in writing of such breach, then ELGA shall, at its sole option and expense, either repair or replace the defective part of the Product, or correct any defective services, to the extent of the original scope of supply provided by ELGA, including the cost of labor to remove and return the defective Product if the Products were installed by ELGA. The repair or replacement of any defective Product or the correction of any defective services shall be the sole and exclusive remedy of Purchaser against ELGA for breach by ELGA of the foregoing Warranty. For the avoidance of doubt installation services for goods that are not installed by ELGA are not covered by the foregoing Warranty and will be charged by ELGA to the Purchaser on an hourly basis using ELGA'S then prevailing rates for time on site and reimbursement of reasonable traveling costs.

6.2 The Warranty is subject to the following provisions: i) The Product has been installed by ELGA or installed in accordance with written instructions provided by ELGA. ii) The Product has at all times been operated in accordance with ELGA's operating and maintenance instructions. iii) The nature of the influent water or other governing data to the Product has not changed in composition. iv) There has been no exchange or modification of the Product or the component parts thereof after installation without prior ELGA's written consent; v) That only approved parts, chemicals and consumables are used. vi) None of the settings of the Product control gear (except controls designed for customer's use) have been altered. vii) The Product has not been misused or damaged by Purchaser or any external force. viii) Where a service includes the repair of the goods, the warranty shall only cover the repaired part of the Product and shall not, unless expressly agreed otherwise, extend beyond a period of two (2) years from the start of the original Warranty Period for the original service provided. ix) The use of anything other than ELGA certified spare parts and consumables will void the Warranty; x) Some ELGA Products are temperature and date sensitive. Please consult and comply with instructions on packaging for suitable storage conditions (including minimum and maximum storage temperatures) and expiration dates. The failure to store products in compliance therewith or the use of expired consumables will void the Warranty.

6.3 THE WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT ARE THE SOLE AND EXCLUSIVE WARRANTIES OF ELGA. ELGA MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY ELGA AND WAIVED BY PURCHASER.

7. CLAIMS AND RETURNS OF GOODS

7.1 The entitlement of the Purchaser to any benefit of the Warranty shall be subject to the following conditions: a) That any complaint shall be notified in writing to ELGA in the case of alleged defects fifteen (15) days of the date of the alleged defect arising or being discovered by the Purchaser and in any event not later than fifteen (15) days after the expiration of the Warranty Period. b) Permission in writing from ELGA must be obtained before any Product is returned to ELGA. **7.2** Product may be returned to ELGA for a full credit to Purchaser's account; provided they are returned complete, unused and in good condition, as determined by ELGA in its sole discretion. Products returned to ELGA other than for breach of Warranty are subject to payment by Purchaser of a restocking charge equal to 22% of the purchase price paid by Purchaser plus Purchaser is responsible for the cost of the return freight.

8. CHANGE REQUESTS

All requests for changes to an Order must be in writing. If ELGA in its sole discretion agrees to comply with such request: i) the Purchaser must pay ELGA the amounts reasonably invoiced for complying with the change; and ii) Purchaser acknowledges that any change may lead to additional costs and impact any time periods agreed between the parties.

9. VARIATION OF ORDER TERMS

Any attempt by the Purchaser to unilaterally vary the content of an Order (including these Terms and Conditions), whether orally or in writing, is void. Any variation of the Terms and Conditions of any Order will become binding only if agreed in writing by ELGA.

10. INTELLECTUAL PROPERTY

10.1 All Intellectual Property Rights linked with the Product shall remain the property of ELGA

10.2 All drawings and design information supplied by or on behalf of ELGA (the "Project Documents") shall remain the property of ELGA and may not be duplicated, reproduced or disclosed to a third party without the written consent of ELGA. ELGA grants Purchaser a perpetual, limited, non-exclusive, nontransferable paid-up license to reproduce all such Project Documents for use in the operation, maintenance and repair of the Product provided, however, Purchaser may transfer the preceding license only to an entity which purchases the goods and only if such third party purchaser provides legally binding documentation to ELGA stating that it shall adhere to the limitations of such license which are expressed in this Section 10 and to confidentiality provisions at least as restrictive as set forth in Section 16. Dimensions, weight and other details on such drawings and documents are approximate only unless certified by ELGA. **10.3** If required by the Purchaser, drawings and design information will be submitted for approval. The period allowed for approval of drawings or design information is limited to ten (10) working days from receipt thereof and delays in excess of this period may result in a delay in delivery, without compensation being payable to the Purchaser.

11. PURCHASER DEFAULT:

11.1 If: a) the Purchaser fails to pay when due any amount owing to ELGA; or b) the Purchaser breaches any other provision of an Order, these Terms and Conditions or any other applicable terms and conditions and fails to remedy the breach within seven (7) days after receiving written notice requiring it to do so; or c) any step is taken to appoint a receiver (including an administrative receiver), a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of part or all of the assets or businesses; then: ELGA may do either or both of the following (in addition to any other rights ELGA may have): i) require the Purchaser to pay immediately the price of any goods or services invoiced but unpaid or to pay in advance of delivery or completion; or

ii) suspend or cease supplying any Product or Services to the Purchaser.

12. DELIVERY, FORCE MAJEURE AND STORAGE

12.1 Where ELGA has agreed to deliver the goods: i) It will make reasonable efforts to deliver on or before the estimated date of delivery, but ELGA excludes all liability for any delay caused in whole or in part by strikes, lock-outs, works breakdown, fire, shortages of materials or labor, inability of sub-contractors, delay in approval of engineered drawings or any other events of whatsoever nature which is beyond the reasonable control of ELGA. ii) The Purchaser shall provide clear access and space for receiving the goods iii) ELGA shall not be responsible for offloading or putting goods into place, unless this is expressly agreed in writing by the parties.

12.2 If ELGA does not, within ten (10) days after the date of notification that they are ready for dispatch, receive what it considers to be sufficiently precise forwarding instructions to dispatch the goods, then the Purchaser shall accept delivery when tendered by ELGA at a date and time of its choosing or arrange storage.

12.3 ELGA shall not be held liable in the event of a non-compliance with its obligations set forth herein to the extent such non-compliance is due to the consequences of the Covid-19 pandemic including without limitation (i) obligation to comply with the legislation enacted or measures taken by the authorities to address the Covid-19 pandemic (including mandatory closures, requisitions, transport limitations, social distancing requirements), (ii) observance of hygiene and security rules and recommendations resulting from the Covid-19 pandemic, (iii) inability to supply or distribute to relevant personnel appropriate personal protective equipment for the tasks to be performed, as a result of shortages of supply resulting from the Covid-19 pandemic, (iv) inability of an ELGA subcontractor or supplier to comply with its obligations for the reasons mentioned above; and to the extent the resulting impediments cannot be reasonably overcome. In the event such consequences of the Covid-19 pandemic render ELGA's performance hereunder more onerous than could have been anticipated at the date hereof the parties shall negotiate alternative contractual terms, including for delivery/performance dates or service levels, which reasonably allow for the impact of the consequences of the Covid-19 pandemic referred to here above

13. ADDITIONAL CHARGES

ELGA may make and, if made, the Purchaser shall pay reasonable costs and charges in addition to the contract price if: i) The presence on site of a representative of ELGA is required for installation, commissioning or after sales services. ii) Installation or commissioning is required and this is delayed by reason other than the fault of ELGA. iii) Samples are to be taken, analyzed or disposed of. iv) Contaminated materials are uncovered, analyzed or disposed of. v) After sales, delivery or any other services are required and for materials used for such purposes. vi) Any services that are carried outside normal business hours on normal working days.

14. Dispute Resolution and Applicable law

14.1 Neither Party shall commence proceedings against the other Party (except proceedings seeking interlocutory relief) in respect of a dispute arising out of or in connection with the Contract, unless such Party complies with the requirements of this Clause. In case of a dispute, the claimant Party must immediately provide a written notice to the other Party with the relevant details of such dispute(s). **14.2** During the ten (10) day period following receipt of a notice of the dispute by a Party (as stated under Clause 14.1), or such a longer period as agreed in writing by the Parties ("Initial Period"), the Parties shall use their best effort(s) to amicably settle the dispute(s) in good faith. **14.3** In the event that the Parties are unable to reach an amicable settlement within the Initial Period or thirty (30) days following the expiration of the Initial Period, any dispute(s) between the Parties arising out of or in connection with the Contract shall be exclusively settled by the competent courts of Illinois, including in case of defendant plurality or judicial warranty request, including in the event of emergency or protective procedures, in summary proceedings or by request. In this respect, the Parties irrevocably waive any claim that the aforementioned courts are

not a convenient forum for any such suit, action or proceeding. To the maximum extent permitted by applicable laws, the Parties expressly acknowledge and agree that any such litigation shall be engaged within one (1) year following the occurrence of the event giving rise to said litigation, otherwise it shall be time-barred. **14.4** Order shall be governed by and interpreted in accordance with the laws of the State of Illinois, exclusive of its conflicts of law provisions. The *United Nations Convention on Contracts for the International Sale of Goods (1980)* shall not apply to and Order **14.5** The prevailing Party in any proceedings arising out of the Contract shall be reimbursed by the other Party for all costs, expenses and charges, including attorneys' fees, incurred by said prevailing Party. The prevailing Party shall be that party who recovered a greater relief in the proceeding. **14.6** Third parties who are not parties to the Contract have no rights to enforce the terms of the Contract even if the terms of the Order purport to confer such third parties certain rights or benefits

15. NON-ASSIGNMENT

Neither party may assign, convey or transfer this Contract or any part thereof, or delegate its duties hereunder, without the prior written consent of the other party. Any attempted assignment in violation of the provisions hereof shall be null and void and of no legal effect.

16. CONFIDENTIALITY

The parties shall treat as confidential all matters covered by each and shall not divulge the same to any third party unless required by the law. It is expressly understood that the Order binds both parties (including all ELGA's and Purchaser's staff, employees, consultants, independent contractors and/or any other third parties who become aware of the existence of this Order).

17. HEALTH & SAFETY – LABOUR- COMPLIANCE

17.1. Health and Safety: Both Parties shall comply, at all times, with the Health, Safety and Environment (HSE) requirements of the other Party. Both Parties shall respect the standards set by the other Party, in particular, Both Parties shall respect the Universal Declaration of Human Rights and the United Nations Convention on the Rights of the Child, as well as the International Labor Organization conventions. **17.2 Protection of the environment** Both Parties shall comply with the applicable regulations related to the protection of the environment and implement any action(s) that is required to reduce its impact on the environment. **17.3** Ethics and business conduct. The Purchaser hereby undertakes to strictly comply with applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering that may, in particular, entail a public contract debarment, including the applicable anti-corruption laws and regulations of the place under which the Works are performed and in full compliance with VEOLIA Code of Conduct and especially the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997, the Foreign Corrupt Practices Act, the UK Bribery Act, the French "Loi Sapin 2", as well as any anti-corruption laws of other countries as applicable. **17.4.** The Purchaser undertakes to implement and maintain all necessary policies and measures to prevent corruption. Purchaser represents that, its legal representatives, directors, employees, agents, and anyone performing services do not and will not directly or indirectly offer, give, agree to give, authorize, solicit, or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever including any government official or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country/region, public agency or state-owned company, an official of a public international organization, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business or to gain any advantage in the conduct of business related to this Terms and Conditions.

The Purchaser also represents and warrants that none of the Products and/or Services (as applicable) contemplated under any Order shall transit, trans-ship or involve itself in any way whatsoever, with any of the sanctioned list countries by US Authorities. Product or Services may be subject to US or other relevant export of embargo regulations. Accordingly, the Purchaser

18. PRIVACY AND PERSONAL DATA PROTECTION

Either Party may have to process Personal Data of employees or representatives of the other Party for the purposes of the supply of any Products and/or Service beings properly performed in accordance with Order. Both the Customer and the Supplier shall comply with all requirements of any applicable data protection and privacy regulation and especially Illinois Personal Information Protection Act

19. NON SOLICITATION

During the Execution of an Order and for a period of twelve months after its termination, regardless of the cause, the Customer shall not for any reason and whether on its own behalf, as an owner, agent, partner, shareholder, co-venturer or otherwise, or on behalf of any person, corporation, partnership, venture or any other entity or form of business, or otherwise, directly or indirectly: i) Interfere with, solicit or hire (or attempt to interfere with, solicit or hire) any officers, employees, representatives or agents of Veolia; ii) induce or encourage (or attempt to induce or encourage) any officer, employee, representative of Veolia to leave the employ or service of Veolia, or to violate the terms of their contract with Veolia

20. NOTICES

20.1 All notices required to be given under the Order must be sent to the address of the recipient as set out in the Order (or any other address notified in writing by the recipient in accordance with the present clause). **20.2** Any notice will be deemed to have been duly given, if sent by mail, five (5) business days after posting, if delivered by hand, on signature of receipt acknowledging delivery and, if sent by facsimile transmission, on generation of an acknowledgment that the transmission has been successfully completed.

21. SEVERABILITY

The parties agree: a) to apply a construction of each provision of each Order that creates a legal and enforceable provision; b) that any illegal or unenforceable provision will be severed from the present Terms and Conditions and will not affect the validity and continued operation of the remaining provisions; and c)

to use their best endeavors to replace any severed provision with a provision having an effect as close as possible to the severed provision.

22. ENTIRE AGREEMENT

The Order and its annexes, including these Terms and Conditions: a) shall constitute the entire agreement between the Parties as to the supply of the Products that are the subject of an Order; b) shall supersede: i) all prior written or oral negotiations, arrangements, agreements, representations or undertakings between the parties in connection with that subject matter;

23. INSURANCE

Unless otherwise stated in the Offer ELGA shall insure the Products up to the agreed delivery point set forth in the Order. The Purchaser will insure the Products from the agreed delivery point to the Site. ELGA will provide insurance for his supervisory personnel or persons who may be required to travel to and work in the service area for the execution of Supplier's obligation under the Contract. ELGA will provide insurance for its own tools, equipment and vehicles which may be required at the service area for the execution of its obligation under each Order. In addition to the above, each Party shall maintain and cause to be maintained for the Term with a reputable insurance company an insurance policy coverage which is sufficient with regards to the risks arising from, related or connected to the performance of each Order.