



**General Terms and Conditions of Purchase of Ecolab Europe GmbH,
Wallisellen (ZH), Switzerland
(Version: July 2008)**

1. Application

- 1.1. These General Terms and Conditions of Purchase shall apply for all contracts between Ecolab Europe GmbH, Wallisellen (ZH), Switzerland, (hereinafter Ecolab) and the supplier. Deviating written individual agreements take priority over these general terms of purchasing.
- 1.2. Supplier's General Terms and Conditions of Sale shall not apply except if expressly agreed upon in writing by Ecolab. The confirmation and actual performance of a purchase order of Ecolab shall be deemed consent by the supplier to these purchasing terms
- 1.3. The application of the convention of the United Nations on contracts for the international sale of goods dated April 11, 1980 (CISG) is expressly excluded by these terms of purchasing.

2. Purchase orders, Product calls

- 2.1. Purchase orders of Ecolab are only binding if they are issued or confirmed by Ecolab in writing, via facsimile or in electronic form. Product calls in case of frame agreements can also be issued by Ecolab's authorized manufacturing companies of the Ecolab group in the name and on the account of Ecolab
- 2.2. The supplier shall accept the purchase order (or the product call in case of frame agreements) within five working days and shall specify the price and the delivery date. Deviations from the purchase order or the product call of Ecolab as well as later deviations from the contract only apply if expressly agreed upon in writing by Ecolab.

3. Date of delivery

- 3.1. The date of delivery is met if the ordered goods are received within the agreed delivery deadline at the receiving site indicated in the purchase order or the product call.
- 3.2. The supplier shall immediately inform Ecolab or the calling manufacturing company of any threatening or existing delay in delivery, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not affect the occurrence of a default in delivery.
- 3.3. In case of default in delivery Ecolab has the right to claim a penalty which equals 0,5% of the order value per beginning week but not more than 5% of the order value of the delivery. This will not diminish Ecolab's other rights to claim further damages or to rescind from the contract.

4. Prices

- 4.1. The agreed prices are fixed prices. Further charges are not allowed. The agreed prices include all costs which are necessary until the contract is fulfilled (including but not limited to costs for packaging, transport, insurance, customs clearance, installation).
- 4.2. The prices are excluding the respective statutory VAT.
- 4.3. The purchase price is due and payable within 14 days from receipt of the proper invoice with 2% discount or net within 60 days from receipt of the proper invoice. The supplier's invoice may not be submitted until the goods have been duly delivered.
- 4.4. Invoices need to be issued in two originals and must as a minimum contain the following descriptions
 - Complete and correct name and address of the company
 - VAT registration no. (Europe) – if available
 - Complete and correct name and address of the Ecolab entity to be invoiced
 - Invoice date
 - Unique reference (e.g. sequence number)
 - Quantity and description of the products delivered / type and scope of service delivered
 - Date of delivery / Date of service rendered
 - Net amount and currency
 - Tax percentage, tax amount in currency

5. Passing of risk, Shipment

- 5.1. The risk of loss or damage to the goods passes to Ecolab upon proper and complete delivery at the stipulated place of delivery (DDP (delivered duty paid) Incoterms 2000).

6. Liability, Warranty

- 6.1. The supplier warrants that all goods are complete and free from any defects, meet the warranted quality and comply with the stipulated specifications as well as all applicable laws, regulations and other rules.
- 6.2. Warranty claims shall be time-barred after 24 months of the passage of risk unless expressly otherwise agreed. The supplier renounces to raise the defence of delayed notification of defects.
- 6.3. If any of the goods delivered do not conform with the warranty set out in clause 6.1. the supplier shall be obligated (at the discretion of Ecolab) to remedy the defect on its own costs, to reduce the purchase price, to deliver fully conforming goods without charge to Ecolab or to pay the damages. In case of imminent danger Ecolab is entitled after giving notice to the supplier to remedy the defects on the supplier's cost.

7. Product Liability, Insurance

- 7.1. The supplier shall, upon first demand, indemnify Ecolab and hold Ecolab harmless from and against any and all liability or claims of third parties based on the manufacture, delivery, storage, or use of the delivered goods. The above indemnification shall not apply if the claim is based on Ecolab's negligent or intentional breach of duties.
- 7.2. The supplier shall be obligated at all times to maintain product liability insurance with an adequate minimum insurance amount of 2 Mio. € for each single occurrence of personal and property damage. Further damages shall remain unaffected.

8. Third party rights

- 8.1. The supplier warrants that the goods are free from rights of other parties and that delivery of the goods does not violate any rights of third parties. The supplier shall indemnify Ecolab, upon first demand, from any claims of third parties in this regard.
- 8.2. Claims based on a breach of third party rights shall be time-bared after 24 months of the passage of risk.

9. Confidentiality, Ownership

- 9.1. The supplier shall keep confidential the purchase order and all work, information and delivery connected therewith. The confidentiality obligation shall continue to apply after the termination of the contract.
- 9.2. All objects, samples, models, drawings etc. which will be handed over to the supplier remain the ownership of Ecolab.

10. Place of performance, law and jurisdiction

- 10.1. Place of performance is the location (delivery address) of the calling manufacturing company. Place of performance for payment claims of the parties is the corporate domicile of Ecolab.
- 10.2. This contract shall be exclusively governed by the substantial laws of Switzerland.
- 10.3. The competent place of jurisdiction for all disputes between the supplier and Ecolab shall be the courts at the corporate domicile of Ecolab. Ecolab reserves the right to initiate a legal proceeding also at the place of business of the supplier.