

**(1) GENERAL**

- (a) In these terms and conditions of sale ("Conditions") "the Seller" means De Nora Water Technologies UK Services Ltd, "the Purchaser" means the person, firm or company named in the quotation, delivery note or order acknowledgement. These Conditions shall form part of every sale of goods ("goods" or "Products") and services ("services" or "Services") by the Seller to the Purchaser ("Contract"). Any variation of the Conditions shall only be effective if mutually agreed in writing and signed by a duly authorised representative of the Seller.
- (b) Every Contract between the Seller and the Purchaser shall be subject to English Law. The Purchaser hereby submits to the exclusive jurisdiction of the English Courts for the determination of any question or dispute, howsoever arising.

**(2) QUOTATIONS AND ACCEPTANCE OF ORDERS**

- (a) Any tender or quotation given by the Seller shall, unless otherwise stated, remain valid for acceptance for a period of 60 days from the date of the tender.
- (b) No contract shall arise between the Seller and the Purchaser unless and until a firm order from the Purchaser is either accepted (i) in writing by the Seller; or (ii) the Seller has delivered the goods or if not applicable, otherwise complied with the Purchaser's order.

**(3) DESCRIPTION, DRAWINGS AND SPECIFICATION**

All descriptions, drawings, specifications, representations and other particulars furnished by the Seller in catalogues, price lists and elsewhere (whether verbally or in writing) are given for general information and are not binding upon the Seller unless specifically confirmed in writing as being applicable to the goods supplied under this Contract.

**(4) PRICE**

- (a) Contract prices are exclusive of Value Added Tax and delivery charges, including any governmental imposed duties introduced after the date of the Contract. Purchaser shall pay directly or reimburse Seller immediately upon demand for any and all such taxes.
- (b) Unless otherwise expressly provided in the Contract, prices are Ex Works and the costs of delivery shall be extra.

**(5) PAYMENT**

- (a) Unless otherwise specified in the Seller's quotation and in any event subject to an acceptable result of the credit check carried out on buyer, liability for payment for goods supplied shall arise upon delivery and payment shall be made by the Purchaser within 30 days. Payment shall be due and the Seller shall be entitled to sue therefore whether or not property in the goods has passed by virtue of Condition (9).
- (b) Sums unpaid after the due date shall bear interest until the day payment is received at the rate of 8 per cent per annum above the base rate from time to time of Lloyds Banking Group plc accruing from month to month.
- (c) Without prejudice to any other rights or remedies of the Seller any default by the Purchaser in making payment on the due date shall entitle the Seller to suspend deliveries under this or any other contract so long as the default continues and to treat this Contract as repudiated by the Purchaser if the Purchaser has not within 14 days of receiving written notice from the Seller paid all sums due to the Seller.
- (d) No payments may be withheld nor any counterclaims of the Purchaser be set off against any payment due hereunder without the written consent of the Seller.

**(6) DELIVERY**

- (a) The goods shall be delivered by such methods as the Seller may choose unless otherwise instructed by the Purchaser in writing.
- (b) Delivery shall take place when the goods are unloaded at the Purchaser's premises or where directed, except that if the Purchaser collects or arranges collection of the goods from the Seller's premises, delivery shall take place when the goods are loaded on to the collection vehicle.
- (c) Without prejudice to Condition (11) below, the Seller shall use his reasonable endeavours to complete delivery on or before any delivery date requested by the Purchaser or estimated by the Seller but any date so requested or estimated shall be treated as an estimate only and the Seller shall not be liable for any delay in delivery if it is unable to complete delivery by the estimate date.
- (d) Upon notification by the Seller that the goods are ready for dispatch, the Purchaser shall accept immediate delivery or arrange to collect the goods or arrange suitable storage, failing which the Seller may:
  - (i) arrange storage at the Purchaser's risk and expense (including demurrage charges) pending delivery; and
  - (ii) at any time re-sell or otherwise dispose of the goods without prejudice to any other rights the Seller may have against the Purchaser for breach of contract or otherwise provided that the Seller shall first give the Purchaser 14 days' notice in writing of its intentions in this regard.
- (e) Where the Contract provides for part delivery, each delivery shall constitute a separate Contract and any failure or defect in any one or more deliveries shall not entitle the Purchaser to repudiate the Contract nor to cancel any subsequent delivery.

**(7) EXAMINATIONS, ACCEPTANCE AND CLAIMS**

- (a) The Purchaser shall upon delivery examine the goods and shall promptly (and in any event within 3 working days of delivery) notify the Seller (and the carrier where relevant) of any apparent damage, defect, shortage or non-delivery.
- (b) Claims in respect of damage, defects or shortage not apparent on examination under (a) must be made by the Purchaser to the Seller within 10 working days of the date of delivery.
- (c) In the absence of the notification referred to in 7 (b) above, the Purchaser will be deemed to have accepted the goods as being in accordance with the Contract. The Purchaser shall not be entitled to reject the goods and the Seller shall have no liability for any such damage, default or shortage.
- (d) For the purposes of this Clause (7) time shall be of the essence and no claim shall be accepted by the Seller unless notification of any damage, defect or shortage has been given within the stipulated time.

**(8) INSTALLATION AND / OR START-UP SERVICES**

- (a) If Seller's scope of supply includes installation supervision and / or start-up services, Purchaser shall notify Seller at least two (2) weeks prior to the date that Seller's personnel will be required on site to perform such services. In the event that the completion of such services is delayed by Buyer for any reason which is not the fault of Seller following Seller's arrival on site, Purchaser shall pay for any additional costs resulting from the delay.
- (b) To the extent that Seller's scope of supply includes supervising the installation of the Products, Seller shall not be responsible for the means and methods selected for such installation, nor for the manner in which such installation services are performed, including the efficiency, adequacy and safety of same. Except for its own negligence, Seller shall not be liable for any delay in completion or for any work incorrectly performed during installation.

**(9) PERMITS, REGISTRATIONS AND LAWS**

- (a) Purchaser is responsible for obtaining and maintaining all permits and registrations and for compliance with local laws concerning permitting, registration, installation and use of the products or for the provision of services. Purchaser shall indemnify and hold harmless Seller from any and all costs, damages, fines and penalties resulting from Purchaser's failure to comply with any and all applicable laws, permits and regulations.
- (b) The Parties are committed to a policy of fair, honest and ethical business practices and conduct, and to full compliance with all applicable laws and government regulations, and hereby agree to accept the foregoing policy as a governing principle of this Contract.
- (c) In addition, Purchaser warrants and undertakes to Seller that in connection with this Contract and the performance thereof, it shall comply with:
  - (i) all applicable laws rules and regulations enacted to combat bribery and corruption (including but not limited to U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 and the Italian Legislative Decree 231/2001) and shall not directly or indirectly pay, offer, promise or give anything (including service) of value to any party, including an employee or official of a government, government controlled enterprise or company, or political party, while being aware of or having a belief that such money or item of value will be passed to influence any act or decision by such person or by any government body for the purpose of obtaining undue advantages to the Seller or to or any other person or entity related to this Contract;
  - (ii) the Code of Ethics as adopted from time to time by the Seller and available for consultation by the Purchaser on the Seller's website at [Code of Ethics | De Nora](#) ..
- (d) In case of any material breach by Purchaser of any of the above representations or undertakings., Seller shall have the right to immediately terminate this Contract for cause with the right to claim damages from Purchaser to the extent allowed by the governing law of this Contract.
- (e) The Purchaser acknowledges and agrees that the Seller is required to comply with laws and regulations relating to trade control and international economic sanctions, including but not limited to restrictive measures or prohibitions under applicable European Union (EU), Italian, United Nations (UN), United States of America (USA) or United Kingdom (UK) (collectively, the "Measures"). The Purchaser represents and warrants that (i) it is not included in any list of natural or legal persons, entities or bodies subject to any Measures, nor owned or controlled by any such person or entity (a "Designated Party") (ii) it shall comply with all Measures applicable to Seller and/or Purchaser and/or the Products and shall take all the necessary steps to ensure full compliance with the same and (iii) it shall not export, resell, transfer or otherwise make available, directly or indirectly (including without limitation through shippers or forwarders), any Product to any Designated Party.
- (f) The Seller shall notify the Purchaser if any Products deliverable by Seller are restricted by any of the Measures. Seller shall not be liable to Purchaser for any failure or delay in performance of the Contract, if such failure or delay is caused by any of the Measures. Should any Measures be issued at any time preventing Seller from performing this Contract or which, in the reasonable judgment of Seller, represents a risk of liability under the Measures then Seller shall be entitled to terminate the Contract with immediate effect with no liability to Purchaser, on written notice to Purchaser. The Purchaser shall indemnify and hold harmless Seller from any liability, damage or detrimental consequence that may arise from any violation of any of the Measures and undertakes to transfer such provisions to any of its customers. Purchaser shall provide to Seller any documentation, including without limitation a duly stamped and signed end user certificate as requested by Seller in a form satisfactory to Seller, to evidence Purchaser's compliance with any applicable import-export laws and/or Measures. Seller shall have the right to terminate the Contract forthwith in the case of Purchaser's failure to comply with its undertakings or on violation or likely violation of the representation and warranties herein provided by Purchaser.
- (g) If the Seller's performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (each an "Excusing Event"):
  - a) any change in the Measures, including, but not limited to, the adoption of export control laws and regulations or international economic sanctions of any kind which, in the reasonable judgment of Seller, represent a risk of liability under the Measures that may impact Seller's obligations;
  - b) any amendment, extension or revision, or any change in the interpretation or in the application of any Measures existing at the time of execution of this Contract by any court or regulatory authority with competent jurisdiction;
  - c) failure to obtain any authorization, permit or license necessary for the efficacy or execution of the sale of the Products and/or Services by any competent authority;
  - d) any other event, whether or not similar to the ones specified above, outside the control of Seller, which would prevent the execution of the sale on the agreed terms, because of Measures.
- (h) In any such case, the Seller shall notify the Purchaser in writing of the Excusing Event and consult with the Purchaser in good faith on useful or necessary steps to be taken to ensure the regular execution of the Contract. The fulfilment of the parties' respective obligations will be suspended during a consultation period of 90 days ("Consultation Period") from the date of the notification of the Excusing Event. If, after the Consultation Period has expired, Seller's obligations cannot be further executed because they have become impossible invalid or unlawful under the applicable law, Seller shall be entitled to terminate the Contract without any right of Purchaser to obtain compensation or any other similar relief. In case Seller's obligations are not impossible unlawful or invalid per se, but they have become more difficult or uneconomic or expose Seller to risks of liability under the Measures, the execution of the sale shall be suspended from the date of the notification of the Excusing Event until the Excusing Event terminates. In this last case, Seller and Purchaser shall each have an obligation to mitigate the prejudice suffered as a result of such suspension. If such suspension lasts for more than 200 days in aggregate, either party shall be entitled to terminate the Contract without any compensation or any other relief to the other party.

**(10) WARRANTY**

(a) All conditions and warranties whether expressed or implied by statute or otherwise shall be construed subject to these Conditions and insofar as they are inconsistent therewith, shall be excluded to the fullest extent allowed by law.

(b) The Seller warrants only that the goods are free from manufacturing defects and will (where so specified) perform the number or nature of operations stated in the Contract PROVIDED that this warranty shall not apply:

- (i) to any defect or failure caused by the Purchaser or any third party's act, default or misuse of the goods or by virtue of failing to follow any instructions supplied with the goods;
- (ii) where the goods have been used for the purpose of the measurement of any materials of which the specification has not been approved in writing by the Seller;
- (iii) to goods which are altered, modified or repaired in any place other than the Seller's factory or by a person not expressly nominated or approved in writing by the Seller;

Subject to such proviso the Seller shall at its sole option repair or replace any goods found to be defective in materials or workmanship provided the Purchaser has complied with condition (7).

(c) Where the subject matter of this Contract is the repair or maintenance by the Seller of any item or items owned or leased by the Purchaser, the Seller's liability for any failure to perform its obligations of repair or maintenance shall be limited pursuant to sub-clause (c) above save that in place of the Seller's obligations to repair or replace the subject matter of any contract the Seller shall have the option of either, i) repaying to the Purchaser the value of the items at the time of their delivery for repair or maintenance or ii) replacing such items.

**(11) LIABILITY**

(a) Notwithstanding any other provisions of the Contract and save for any liability for death or personal injury arising from the Seller's negligence (which is not excluded) or willful misconduct, the Seller's obligations to repair or replace as aforesaid shall constitute the full extent of the Seller's liability in respect of any loss or damage sustained by the Purchaser whether caused by any breach of this Contract, breach of Statute or by misrepresentation (except if fraudulent) or by the negligence of the Seller, its employees or agents, or arising from any other cause whatsoever and the Seller shall not be liable for any loss of profit (direct or indirect); loss or revenue, loss of production or loss of business (in each case whether direct or indirect) loss of anticipated saving or loss of margin (in each case whether direct or indirect); or indirect, consequential or special loss suffered by the Purchaser arising out of or in connection with the Contract or any liability under an indemnity contained in this Contract.

**(12) PROPERTY AND RISK**

(a) Risk shall pass to the Purchaser on delivery in accordance with Condition (6) and the Purchaser shall be responsible for making any arrangements with respect to insurance that it sees fit from that time.

(b) Full legal, beneficial and equitable title to, and property in, the goods shall pass to the Purchaser only when payment in full for all goods delivered by the Seller to the Purchaser under this Contract (including any interest payable under Condition (5) (b)) or any other money payable by the Purchaser to the Seller on any other account or any other Contract has been received by the Seller and pending such payment the Purchaser will not use the goods or take any action in connection thereof which is inconsistent with the Seller's title hereto.

(c) The Purchaser shall hold the goods as a bailee until full payment has been received. Whilst holding the goods as bailee the Purchaser shall store them in a proper manner to ensure they are protected from damage and are clearly identifiable as belonging to the Seller. In the event of any breach of this Condition 9 the Seller may require the goods to be delivered up and returned to it by the Purchaser.

(d) The Seller by its employees or agents shall be entitled to enter upon or into any land, buildings or vehicles of the Purchaser to retake possession of such goods:

- (i) if the Purchaser shall be in breach of any of the terms of this Contract; or
- (ii) if the Seller shall reasonably consider for any reason that its goods are in jeopardy; or
- (iii) on the happening of any of the events set out in (e) below.

(e) Upon:

- (i) any notice to the Purchaser that a Receiver or Manager of the Purchaser is to be or has been appointed;
- (ii) any notice to the Purchaser that a petition to wind it up is to be or has been presented or any notice conveying a meeting of the Purchaser at which such a resolution is to be proposed to wind up the Purchaser (save for the purposes of and followed by a bona fide reconstruction or amalgamation); or
- (iii) a decision by the Purchaser that it intends to make an arrangement with its Creditors; or
- (iv) any act or bankruptcy by the Purchaser;
- (v) any event or default, which causes the Seller reasonably to consider that its title to the goods or proceeds of sale may be adversely affected;

the Purchaser's authority to use the Seller's goods shall end and all goods belonging to the Seller shall forthwith be returned to the Seller at the cost and for the account of the Purchaser.

(f) The Purchaser shall notify the Seller forthwith of the happening of any of the matters referred to in Paragraph (e).

**(13) BREACH BY OR INSOLVENCY OF THE PURCHASER**

(a) If the Purchaser fails to comply with any of its obligations to the Seller under this or any other contract, or upon the occurrence of any of the events referred to in Condition 9 (d), the Seller shall have the right forthwith to terminate this and any other contract with the Purchaser but without affecting any other claim, right or remedy of the Seller against the Purchaser.

**(14) CANCELLATION, SUSPENSION AND TERMINATION**

(a) If for any cause whatsoever beyond its control, the Seller is unable to make any delivery on the applicable delivery date or perform any of its other obligations under the Contract the Seller may by notice in writing to the Purchaser terminate the Contract or suspend

the Contract in respect of any one or more deliveries without liability for any loss or damage thereby incurred by the Purchaser.

**(15) DESIGN IMPROVEMENTS, CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

(a) In the interest of continuous design improvements, the Seller reserves the right from time to time and at any time without prior notice to make such changes in design, construction, composite materials layout or equipment as in its absolute discretion it shall deem appropriate.

(b) Seller hereby retains and reserves all rights, titles and interest in and to any intellectual or industrial property rights owned, controlled, acquired, generated or however obtained by Seller before, during or after the execution of the Contract, including but not limited to any intellectual or industrial property rights in the Products, Services and Seller Information, as well as any modification, adaptation, customization, improvement or invention related thereto ("Seller IP"). The Contract does not grant Purchaser any license, rights, titles or interest whatsoever, express or implied, in or to any Seller IP.

(c) Any and all information related to the Products, Services or Seller's business, including but not limited to any data, specification, manual, instruction, know how, idea, concept, improvement, invention, customization design or drawings, disclosed in any form or medium by or on behalf of Seller to Purchaser or however obtained by Purchaser ("Seller Information") is strictly confidential and shall remain the sole property of the Seller. Therefore, the Purchaser shall not disclose to third parties any Seller Information without the prior written consent of the Seller. The Purchaser shall adopt adequate security measures in order to protect Seller Information from unauthorized access, use or disclosure. Upon request by Seller, Purchaser shall return (or destroy if return is not possible), within fifteen (15) days of such request, all copies of Seller Information which are not necessary for the use of the Products or Services. In the event that the Contract is terminated for any reason whatsoever, Purchaser shall return (or destroy if return is not possible), within fifteen (15) days of such termination, all copies of Seller Information received or however obtained by Purchaser.

(d) Purchaser undertakes to use the Products, Services and Seller Information only for the purpose of using the Products in accordance with Seller's instructions and manuals ("Permitted Purpose"). Therefore, Purchaser undertakes not to: (i) use the Products, Services or Seller Information for any purposes other than the Permitted Purpose; (ii) use the Products, Services or Seller Information to replicate or emulate the Products or Services, nor to develop or manufacture any technology, product or service competing with the Products or Services; (iii) use the Products, Services or Seller Information to develop, draw up or file applications for registering intellectual or industrial property rights; (iv) open, disassemble, deconstruct or decompile the Products, nor perform any other reverse engineering activities concerning the Products; (v) remove or hide any trademarks or other distinctive signs on the Products, Services or Seller Information; (vi) transfer the Products or Services to third parties without the prior written consent of Seller.

(e) Purchaser shall ensure that Purchaser's directors, officers, personnel, successors, assignees, licensees, contractors and any other person acting on behalf or with the consent of Purchaser will comply with Purchaser's obligations under this Article 15.

(f) The Seller shall have no liability whatsoever to the Purchaser in respect of any actual or alleged infringement of any intellectual or industrial property right of third parties in relation to the Services or Products, their manufacture or testing, except to the extent (if any) that such infringement occurs by reason of the manufacture or design of the Seller and provided that all the following conditions are met: (i) Seller's liability remains subject to the limitations set out under Article 11 above; (ii) the infringement claim or request by the third party is brought against Purchaser within two (2) years following the delivery of the Products or the provision of the Services, whichever the earlier; (iii) Purchaser immediately gives Seller written notice of the action, claim or request; (iv) Purchaser allows Seller to direct the defense and settlement of the action, claim or request; (v) Purchaser does not admit, confess, settle or make any statement or representation acknowledging liability or fault regarding the action, claim or request without Seller's prior written approval; (vi) Purchaser provides Seller with all information and cooperation that is reasonably useful for Seller to direct the defense and settlement of the action, claim or request; (vii) the competent judicial authority issues a final decision on the merits ascertaining that the Products or Services infringe such third party's industrial or intellectual property rights; and (ix) Purchaser allows Seller to modify the Products or Services, or to substitute the Products or Services with other products or services of similar quality, so as to avoid the infringement of the third party's rights. However, Seller shall have no liability whatsoever, if the infringement of such third party's rights is a consequence of, or is caused by, one or more of the following: (x) compliance with drawings, plans, requirements or other specifications furnished by or on behalf of Purchaser; (xi) use of the Products or Services in combination with products, tools, components, materials or services not authorized by Seller or in a manner for which the Products or Services were not designed or intended; (xii) modifications, repairs or alterations to the Products or Services other than by Seller or its agents; (xiii) the infringement involves industrial or intellectual property rights in which Purchaser or any of its affiliates has a direct or indirect interest, by license or otherwise.

**(16) SUB-CONTRACTED EQUIPMENT**

(a) With respect to products and goods not of the Seller's manufacture, the Purchaser will be entitled to such benefits as the Seller may receive from the Supplier under any guarantee given in respect thereof.

**(17) FORCE MAJEURE**

(a) Neither the Seller nor the Purchaser shall be liable for a failure to perform arising from any causes or events beyond the control and without the fault or negligence of the Seller or the Purchaser and without prejudice to the generality of the foregoing to include acts of God or a public enemy, acts of the Government of the Seller's or Purchaser's country or any public authority or governmental agency in either country, acts of any person engaged in subversive activity or sabotage, fires, floods, explosion or other catastrophes, pandemics, epidemics or quarantine restrictions, strikes, slowdowns, lockouts, or labour stoppages or disputes of any kind, freight embargoes, unusually severe weather or delays of the Purchaser due to any of the above causes or events.

(b) Seller shall not be liable for any delay in performance or failure to

perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure under Clause 17(a). For the avoidance of doubt, delays caused by or related to shortages or unavailability of raw materials or component parts to be supplied by Seller or Seller's sub-suppliers, supported by relevant documentary evidence, shall be considered a Force Majeure event. If Seller is unable to perform any of its obligations hereunder as a result of a Force Majeure event, Seller shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance.

**(18) SUB-CONTRACTING AND THIRD-PARTY RIGHTS**

- (a) The Purchaser shall not be entitled to assign, charge, sub-contract or transfer the Contract or any part of it without the prior written consent of the Seller. The Seller may assign charge, sub-contract or transfer the Contract or any part of it to any person.
- (b) The Contract (Rights of Third Parties) Act 1999 shall not apply to the Contract and no third party shall have the benefit of the right to enforce these Conditions.

**(19) MISCELLANEOUS**

- (a) This Contract sets out the entire agreement and understanding between the Purchaser and the Seller in connection with the sale of the goods and shall supersede and replace all documentation previously issued by the Seller purporting to set out its terms and conditions for sale of the goods.
- (b) If any provision of this Contract is held to be illegal or invalid the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal or invalid provision.