



## Standard Terms and Conditions of Sale Specialty Chemicals

**1. GENERAL.** All references to “Supplier” shall mean, as the case may be, any of the following entities: **H2O Innovation Inc., Genesys International Limited, Professional Water Technologies, LLC, H2O Innovation USA, Inc., H2O Innovation Europe, SL and Genesys Membrane Products Latino America LTDA.** All references to “Client” shall mean the customer named in a purchase order, quotation or proposal. Client shall either sign the Agreement provided by Supplier, or alternatively, issue a non-conflicting purchase order containing all necessary information including, without limitation, price, payment terms and schedule, type, quantity or description of the products and related services to be provided by Supplier (the “Products”), as well as delivery terms, schedule and instructions. All references to the “Agreement” shall mean any purchase order, quotation, proposal or agreement agreed upon by both parties, whether issued by Supplier or by Client.

**2. TERMS AND CONDITIONS.** The parties agree that these terms and conditions (“Terms and Conditions”) are the exclusive and complete terms accompanying the Agreement and no other terms will be deemed relevant to explain or supplement these Terms and Conditions whether oral, written, based on usage of trade, or course of dealing or performance. In case of contradiction between the terms and conditions stated in the Agreement and these Terms and Conditions, the terms and conditions stated in the Agreement shall prevail.

**3. PRICE AND PAYMENT.** Client shall pay Supplier for the Products, in accordance with the prices and payment terms detailed in the Agreement to which these Terms and Conditions apply. Unless otherwise determined in the Agreement, payment terms are net thirty (30) days from the date of invoice. Any tax (VAT or other), fee, duty, tariff or other charge of any nature whatsoever, imposed by any governmental authority on or measured by any transaction between Supplier and Client, shall be paid by Client in addition to the prices quoted or invoiced. If Supplier is required to pay any such tax, fee, duty, tariff or charge, Client shall forthwith reimburse Supplier. Local support, when required, can be provided by Supplier at additional cost to Client. Prices are also subject to escalation to reflect price variations of parts, components, raw materials or transportation attributable to, or resulting from (i) new tariffs, laws or regulations; (ii) inflation or (iii) Force Majeure Events.

**4. DELIVERY AND STORAGE.** Unless otherwise determined in the Agreement, Products are priced and shipped INCOTERMS 2020 EXWORKS Supplier’s facility. Delivery date of the Products shall be clearly stated in the Agreement. Supplier shall not be liable for any delays in delivery which are caused by events beyond its control, including, but not limited to delays caused by Client’s inaccurate or incomplete data, changes to Client’s order, delayed approval of Products by Client, acts of Client or Client’s agent, or delays in transportation.

In the event that Client is not ready or able to accept delivery of the Products following confirmation by Supplier that the Products are ready for shipment, Supplier will keep the Products in storage for a period of thirty (30) days at no additional charge. After such period, Supplier shall be entitled, upon the 31<sup>st</sup> day, to payment of reasonable storage fees.

**5. RISK OF LOSS AND TITLE.** Risk of loss shall pass to Client as per the applicable delivery terms provided for in these Terms and Conditions. Ownership of the Products shall pass to Client upon payment of the full purchase price.

**6. STATUS.** Upon request, Supplier shall inform Client as to the status of the order. Supplier will take the steps it deems necessary to expedite production and/or shipment of the Products in order to deliver them in due time.

**7. PRODUCT COMPLIANCE.** To the best of Supplier’s knowledge, the Products comply with most laws, regulations and industrial practices applicable to Supplier’s scope of supply. Supplier is only responsible for the characteristics of the Products and not for the circumstances of their use or for any non-authorized alteration of the Products.

**8. ANTI-CORRUPTION.** Both parties shall comply with applicable laws and regulations with respect to export control and anti-corruption pertaining to bribery, extortion, kickbacks, money laundering or other unlawful or improper means of obtaining business whether directly or indirectly. Neither party nor, to the knowledge of the parties, any director, officer, agent, employee or other person associated with or acting on behalf of either party, has (i) used or attempted to use any of its funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or attempted to make any direct or indirect unlawful payment to any foreign or domestic government official or employee, any public international organization, any political party, or private individual or other entity, from its funds; (iii) violated, attempted to violate or is in violation of any provision of any foreign corrupt practices laws; or (iv) made or attempted to make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment. Furthermore, each party agrees that: (i) it is familiar with and will abide by the anti-bribery and anti-money laundering laws in all the countries in which it is incorporated or established and in which it does business; (ii) it will not take or knowingly permit any action to be taken that would cause the other party to be in violation of any applicable anti-bribery or anti-money laundering laws; (iii) its books, records and all accounts shall accurately reflect any and all payments in respect of transactions whether under the Agreement or otherwise, and the other party shall have the right to inspect and audit its books, records and accounts at any time on prior written notice; (iv) it shall immediately notify the other party and cooperate with any investigations regarding such matters; (v) either party may immediately terminate the Agreement in the event of a breach of this section by the other party; (vi) neither party shall be required to make any payments to the other party if such payments are related to a transaction in connection with which the other party has breached this section.

**9. DATA PROTECTION.** Any and all personal data which is processed by the either party in connection with the Agreement shall be handled and protected pursuant to applicable data protection laws and regulations which may be in force from time to time relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by any competent supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction. Each party shall, and shall procure that its

employees, agents and sub-contractors shall: (i) comply with its obligations under any applicable data protection law, and shall not, by act or omission, put the other party in breach of, or jeopardize any registration under, any such data protection law; (ii) promptly and fully notify the other party in writing of any notices received by it relating to the processing of any personal data, including subject access requests, complaints and/or correspondence from any regulatory body and provide such information and assistance as the other party may reasonably require in relation to such notice (at no cost to the other party); (iii) promptly and fully notify the other party in writing if it suspects or becomes aware of any actual, threatened or potential breach of security of personal data; and (iv) obtain appropriate consent from all data subjects to whom it relates, to pass their personal data to the other party for the purposes for which the other party intends to use it.

**10. MODERN SLAVERY.** Both parties agree to put in place policies and procedures to minimize the risks of modern slavery or human trafficking in the supply chain, and to comply fully with any modern slavery, human trafficking or similar applicable laws.

**11. EXPORT CONTROL.** Both parties shall comply with the restrictive measures regarding sanctioned countries as provided by the laws and regulations of the European Union, the United Kingdom, Canada and the United States of America (including the US Department of the Treasury's Office of Foreign Assets Control (OFAC)). As such, Client acknowledges it shall not, directly or indirectly ship, transfer, sell, advertise, market, export or use the Products in sanctioned countries to the extent such trade activity falls within the scope of the sanctions.

**12. WARRANTY.** Supplier warrants to Client that the Products are manufactured in accordance with established industry standards. THIS WARRANTY AND THE REMEDIES DESCRIBED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OR ALL OTHER WARRANTY OR REMEDIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**13. INDEMNITY AND LIMITATION OF LIABILITY.** Each party shall indemnify, defend, and hold harmless the other party from and against any and all demands, claims or causes of action of every kind and nature, arising out of or related to the Products provided under the Agreement, to the extent caused by the negligence or fault, breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or breach of contract of or by such party, its agents, employees, or subcontractors of any tier. Except for liability due to gross negligence or willful misconduct or for liabilities attributable to personal injury or death, the indemnity obligation shall be limited to the aggregate value of the Agreement. Neither party shall be held liable for the other party's breach of the sections entitled Anti-Corruption, Data Protection and Modern Slavery.

**14. INSURANCE.** Supplier maintains, at its own cost, sufficient insurance coverage including commercial general liability, employers' liability, auto liability and cargo insurance. Proof of insurance shall be provided to Client upon request.

**15. TERMINATION.** The Agreement may be terminated before delivery of the Products as described below:

- a. by Supplier, without notice, upon the occurrence of an event of default, each of the following constitutes an event of default for the purposes of the Agreement:
  - i. Client is adjudged bankrupt, or a receiver is appointed on account of its insolvency or it enters into an arrangement for the benefit of its creditors,
  - ii. Client persistently fails to pay for the Products as required, or

- iii. Client otherwise fails to perform or comply with any material term, condition or covenant of the Agreement, being understood and agreed that in case of termination for default, Supplier shall be entitled to receive compensation in an amount equal to one hundred percent (100%) of the value of the Agreement; or

- b. by Supplier, for any reason at any time, by giving Client seven (7) days' written notice of termination, being understood and agreed that Supplier shall receive compensation in an amount equal to one hundred percent (100%) of the Products already delivered to Client upon the date of termination; or
- c. by Client, for any reason at any time, by giving Supplier seven (7) days' written notice of termination, being understood and agreed that Supplier shall receive compensation in an amount equal to one hundred percent (100%) of the Products already delivered to Client upon the date of termination, in addition to twenty percent (20%), up to a maximum compensation equal to one hundred percent (100%) of the aggregate value of the Agreement.

**16. FORCE MAJEURE.** Subject to Section 3 of these Terms and Conditions, neither party shall be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such party. Such events may include, without limitation, acts of God, riots, acts of war, epidemics or pandemics, governmental acts, orders or regulations, border restrictions, fires, communication line failures, power failures and earthquakes. ("**Force Majeure Events**"). Inability to pay moneys or financial hardship shall not, however, constitute Force Majeure Events.

**17. CONFIDENTIALITY.** Each party acknowledges that these Terms and Conditions and the Agreement are confidential and shall be maintained as confidential and shall not be disclosed to others. The obligations of confidentiality shall continue for the term of the Agreement and shall survive indefinitely thereafter.

**18. ASSIGNMENT.** Neither party may assign the Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld. However, Supplier may assign the Agreement to any of its affiliates or any other entity, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common or shared control, with Supplier.

**19. CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision herein, neither party shall be liable for any special, indirect, consequential, incidental or punitive damages, including without limitation, loss of profit, loss of revenue, or loss of use.

**20. CHANGE ORDER AND AMENDMENT.** The parties acknowledge and agree that the scope of supply is subject to change. The estimated cost and time allocated to the scope of supply may be subject to change and are contingent upon factors beyond Supplier's control. No supplement, modification, waiver or termination of the Agreement shall be binding unless executed in writing by the parties. No waiver of any provision herein shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise specifically stated.

**21. GOVERNING LAWS.** Unless otherwise agreed in the Agreement, the Agreement shall be governed by and construed in accordance with:

- i. the laws of the State of California when issued in the USA
- ii. the laws of England and Wales when issued in the UK
- iii. the laws of Spain when issued in Spain
- iv. the laws of Chili when issued in Chili

- v. the laws of the province of Quebec (Canada) in any other instance.

All disputes shall be resolved by the competent courts in each applicable jurisdiction and the parties hereby consent to such jurisdiction and waive any other.

**22. MISCELLANEOUS.** This document shall be binding upon and inure to the benefit of the parties and their respective heirs, assignees, legal representatives as well to the benefit of the owner or end-user of the project referenced in the Agreement. The invalidity or non-enforceability of any particular provision of this document shall not affect the other provisions hereof, and this document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.