

**General Terms and Conditions of Sale, Supply and Payment for ECOLAB Gesellschaft (Vienna Commercial Court no. FN 82573g)**

**1. Scope**

1.1. Unless expressly agreed otherwise, deliveries and services of Ecolab will be provided exclusively based on the following Terms and Conditions and the Customer Returns Policy, which will become an integral part of the contract at the latest upon acceptance of the delivery or service; they are to be applied analogously to service and work performances. The statutory provisions will apply exclusively unless otherwise arranged in these terms and conditions.

These Terms and Conditions can be changed by Ecolab. Changes will be made known to the Customer by Ecolab in writing. The Customer now already consents to the applicability of any changed Terms and Conditions from the day of their making known to the Customer.

Divergent conditions issued by the Purchaser or attached directly to its order on product/services provision (hereafter referred to as "Customer") are excluded, even if Ecolab has not rejected the divergent conditions. Any void provisions are to be replaced by valid provisions that most closely reflects the desired commercial purpose.

1.2. Verbal statements must be confirmed in writing to attain legal validity.

**2. Contract**

2.1. Ecolab's offers are non-binding and may be revoked at any time, unless expressly stated otherwise in the respective offer.

2.2. Ecolab can refuse Customer's offers at its discretion without stating reasons. Ecolab reserves the right to transfer contractual rights and obligations to an Ecolab affiliate and Customer explicitly agrees herewith.

**3. Customer's obligations**

If the purchaser does not accept the delivery, the seller may, after having set a two-week grace period, rescind the contract or claim a contractual penalty for non-performance. In the latter case, the contractual penalty to be paid shall amount to a flat rate of 10 % of the agreed net fee in the case of purchase contracts or services agreements; the seller's right to claim damages remains unaffected. Instead of claiming these rights, the seller may, within a reasonable extended delivery period agreed upon with the purchaser, make a delivery of the same kind on the agreed terms. The cost of any second or further delivery shall be borne by the purchaser.

**4. Payment**

4.1. Invoices shall be payable net within 30 days of the invoice date. Payment deadlines stated in the acknowledgement of the order and/or in the invoice, including in particular the period calculated for cash discounts, shall begin on the invoice date.

4.2. The list prices valid on the day of delivery plus the taxes displayed on the invoice shall apply. All pricing information is understood to be exclusive of value added tax. In the absence of a deviating written agreement, claims for delivered goods are due for collection without discounts after delivery or provision of the goods for collection. The place of payment is the domicile of the payment recipient. A deduction of agreed discounts is inadmissible if older claims due are outstanding. All payments must be made by timely transfer, or at Ecolab's request in cash upon delivery. In the event of late payment, Ecolab shall be entitled to the statutory interest. Furthermore, the customer is obliged to reimburse Ecolab for all appropriate legal costs, in particular dunning and collection costs. Ecolab is entitled to offset the Customer's payments against claims of its choice, regardless of the payment allocation. Amounts reported in balance notifications shall be deemed to be correct if they are not disputed immediately; balance notifications do not result in a change of due dates. The offset of the Customer's counterclaims against Ecolab's claims shall only be permitted when Ecolab has acknowledged the claim or there is a legally enforceable court judgment.

4.3. Default on payment or deterioration in the Customer's financial circumstances will cause all outstanding claims do become due and will entitle Ecolab to rescind without notice. In such cases, even without rescission, there is a right to retrieve and provisionally store the delivered goods at the Customer's expense.

**5. Delivery**

5.1. Delivery or performance timelines are only binding for Ecolab, if a fixed date transaction was expressly agreed on in writing. If an agreed delivery or service date is exceeded by more than two weeks, the Customer can declare rescission of the contract in writing after setting a grace period of at least two weeks. In these cases, claims for damages due to delay or non-performance shall apply only if the default was demonstrably caused by intentionally or gross negligence of Ecolab any other potential claims for damages by the customer are expressly excluded, to the maximum extent permitted by applicable laws. Circumstances which make delivery impossible or significantly more difficult, and official intervention in the contractual relationship will discharge Ecolab from the duty to deliver and entitle it to rescind the contract, unless the circumstances were demonstrably caused by gross negligence.

5.2. The scope of delivery does not include shipping aids and container hire, which will therefore remain the property of Ecolab. They are to be returned in cleaned condition at the expense and risk of the Customer without being asked.

5.3. In the absence of specific instructions from the Customer, the choice of transportation route will be at the vendor's dutiful discretion. Delivery shall be made on a CPT (Carriage Paid To) basis in accordance with Incoterms 2020, to the Customer's domicile, provided that the currently valid minimum purchase values or volumes per delivery address are taken into account when the order is placed. Otherwise, a contribution to freight charges shall be levied at the respective valid rate. There shall be no freight reimbursement in the case of collection.

**6. Place of performance**

The place of performance for delivery of goods is the Customer's domicile. Ecolab can render and invoice partial deliveries and performances where possible.

**7. Warranty**

The Customer must immediately check supplied goods or rendered services for freedom of defects, at the latest within seven days after delivery at the destination; any defects are to be reported without delay to prevent loss the respective claims whereas the Customer shall prove that the defect already existed upon delivery of the goods or service. Ecolab can fulfil warranty claims by rectification, subsequent delivery of the missing items, reduction in price, exchange or reimbursement of the payment against return of the goods, at its discretion. Rectification of defects shall take place at Ecolab's business premises or at those of the Customer, at Ecolab's discretion. The warranty expires in case of improper storage or handling of the goods.

**8. Retention of title**

8.1. Ecolab will retain title to the goods supplied until the purchase price is fully paid. Prior to payment in full, the Customer shall not be entitled to dispose of the goods other than in the course of its ordinary business (consumption, processing or onward sale). In the event of onward sale of supplied goods, the Customer will assign the agreed revenue to Ecolab as security; in the case of processing, pro rata joint ownership of the processing result shall arise. Ecolab must be informed without delay of assertion of third-party rights regarding goods to which it retains the title.

**9. Liability**

Ecolab shall be liable in accordance with the statutory provisions only for damage caused by Ecolab through intent or gross negligence, any other liability for any other harm, damages or losses caused by Ecolab is excluded to the maximum extent permitted by applicable laws. Further, Ecolab's liability shall be limited to the amount invoiced for the product or service, to the maximum extent permitted by applicable laws. In the event of a delay in performance or in the event of impossibility of performance, neither of which are not attributable to Ecolab, liability is excluded. Any other liability for third-party damages, including indirect damages, consequential damages and lost profit, shall be expressly excluded.

**10. Final provisions**

- 10.1. Unless explicitly stated in the offer, the offer expressly does not include activities to cover the employer's statutory obligations regarding employee safety and protection measures or activities in connection with obtaining official permits for operational facilities.
- 10.2. Austrian law excluding its conflict of law provisions, shall apply exclusively to all contracts concluded between Ecolab and the Customer governed by these Terms and Conditions; the application of the UN-Convention for the International Sale of Goods shall be excluded.  
All disputes arising and/or relating to these Terms and Conditions and individual contracts governed by it shall be definitively settled and resolved by a competent Austrian court with the relevant subject-matter and territorial jurisdiction according to the registered office of Ecolab.

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