

# ECOLAB®

PURCHASE TERMS AND CONDITIONS

This purchase order comprises Buyer's offer to Seller and shall become a binding contract on the Terms of Conditions set forth herein upon Seller's acceptance by transmittal of acknowledgement or performance. No revisions of this order or any Terms and Conditions shall be valid unless expressly accepted in writing by an authorized representative of Buyer.

## THE PURCHASE ORDER CONSTITUTES A COMPLETE AGREEMENT

The order, including all terms and conditions, contains the complete and final agreement between Buyer and Seller. Reference to Seller's bids or proposals, if noted on the Purchase order, shall not affect the terms and conditions hereof, unless specifically provided to the contrary herein, and no other agreement or quotation in any way modifying any of said terms and conditions will be binding upon Buyer unless made in writing, and signed by Buyer's authorized representative.

## ACKNOWLEDGMENT

Immediate acknowledgment with full delivery information is required. Notify us if unable to make shipment to deliver on date specified. Time of delivery is the essence of this contract.

## ASSIGNMENT

Seller shall not assign this Order, or any interest therein, without the written consent of the Buyer.

## CONFIDENTIAL INFORMATION

The Seller agrees not to disclose to any person outside of its employ, and not authorized by Buyer to receive it, any information pertaining to Buyer's affairs and particularly its engineering developments, and upon termination of this Purchase Order, will return to Buyer upon request all drawings, blueprints, descriptions, or other papers which embody such confidential information.

## QUALITY

Material is subject to Buyer's inspection and approval within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense. Acceptance of any part of the order shall not bind Buyer to accept future shipments, nor deprive it of the right to return goods already accepted.

## OFF-SPECIFICATION

The Seller shall obtain from Buyer written approval at any off-specification work.

## PRICE

Supplementary charges of whatever nature will not be accepted, including interest on overdue accounts, administration costs, packing, etc. except as specified on the Purchase Order.

## TOOLS

Tools of all kinds, held by Seller for making Buyer's parts must be repaired, renewed and fully insured by Seller against possible loss or damage.

## PATENTS

The Seller shall hold the Buyer, its officers, agents and employees, free from liability of any nature or kind for or on account of the use, sale or lease of any patented or unpatented invention, article appliance furnished or used.

## DELIVERY

Must be made within the time stated on the purchase order, failing which Buyer reserves the right to purchase elsewhere and charge Seller with any loss incurred.

Time of delivery :	Tessenderlo	Tessenderlo bulk	Essenschot	Belstor
- From Mon.until Thu .	7.30 am - 3.30 pm	7.30 am - 2 pm	8 am - 4 pm	7 am -7 pm
- On Friday	7.30 am - 3.30 pm	7.30 am - 2 pm	8 am - 1 pm	7 am -12.30 pm

## TRANSPORTATION INSTRUCTIONS

- Bill of lading - Original, or comparable shipping document must accompany invoice.
- Cartage - No charge allowed by Buyer unless otherwise agreed.
- Premium Transportation - The Seller agrees to bear the expense of any premium transportation charge unless otherwise agreed.
- Prepaid transportation charges, appearing on Seller's invoice, must be supported by a paid freight bill or equivalent.
- Insurance - The Seller agrees to bear the expense of any insurance.
- Packaging - All packaging of the goods have to be marked with the corresponding codenumber given by the Buyer on the purchased goods. This codenumber is always mentioned on the purchase order and all other corresponding documents.

## ADVERTISING

The Seller shall not, without first obtaining the written consent of the Buyer, in any manner advertise or publish the fact that Seller has furnished, or contracted to furnish to Buyer, the material and/or services ordered hereunder.

## WARRANTY

Seller expressly warrants that the goods covered by this order are of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon Seller's part to indemnify and hold the Buyer harmless from all liability, loss, damage and expense, including reasonable counsel fees : incurred or sustained by Buyer by reason of the failure of the goods to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by law. All supplied materials have to be included in EINICS inventory or have been notified to the competent authority in the member state of manufacture or importation into the EEC in accordance with the requirements of the EEC directive 79/831/EEC, taken into consideration all amendments on this directive.

## TO HELP US ELIMINATE RECEIVING PROBLEMS AND RESULTING CONTACT WITH YOU, BE SURE TO :

- 1) Include packing slip for each shipment and plainly mark box containing packing slip.
- 2) Packing slip must show our order number and name or description as well as article codenumber as it appears on this order, and quantities contained in each package.
- 3) Each package must be marked with our order number, codenumber and quantity contained therein.
- 4) Part shipments must show the ECOLAB order number, codenumber and part number on shipping papers and packages.
- 5) Partial billing of one shipment is not allowed.
- 6) INVOICE IN DUPLICATE must be rendered at time of shipment
- 7) A bill of lading copy should be sent to shipping destination on date shipment goes forward.

MAIL INVOICES FOR OUR OFFICES AND NOTICES OF SHIPMENT TO DESTINATION ON DAY MATERIALS GO FORWARD.