

GENERAL TERMS AND CONDITIONS FOR SALE Updated on Nov.1, 2022 - This document cancels and replaces any previous version

1. PURPOSE AND SCOPE - These general terms and conditions of sale define the contractual terms of supply by LABORATOIRES ANIOS SAS (hereinafter "ANIOS") of its products and equipment (hereinafter jointly the "Goods") to professionals. Placing an order implies full and unreserved acceptance by customer of the present general terms and conditions of sale. The customer expressly recognizes that these general terms and conditions prevail over any other document and in particular the possible general terms and conditions of purchase of the customer.

2. ORDERS - Orders only become definitive after execution or acceptance in writing by ANIOS. Any cancellation or modification of an order can only be taken into account if, when ANIOS has knowledge of the request, the order has not been executed, and provided the ANIOS prior written validation. If the modification or the cancellation cannot be accepted, ANIOS shall issue a credit of the amount of the advance payment received. Automatic acknowledgements of receipt do not constitute final acceptance of the order. ANIOS reserves the right to partially or entirely refuse orders that are excessive in relation to the volumes usually ordered and/or the delivery times reasonably expected. ANIOS also reserves the right to apply surcharges in accordance with Article 8.3 of these conditions, announced after the acknowledgment of receipt.

3. DELIVERIES - Packaging, transportation mode and transportation companies are elected at the sole discretion of ANIOS. The specific wishes of the customer for delivery are only taken into account if this is expressly approved by ANIOS. All associated additional costs are borne by the customer. 3.2 All operations related to the unloading and emptying are under the customer's care and responsibility. ANIOS cannot be held liable for any damage of any nature whatsoever caused during these operations. The transfer of the risk of loss or damage to the Goods ordered shall occur when the Goods are delivered to the customer, at the agreed place of delivery, before unloading / unloading and for deliveries outside the France Metropolitan Ex-Works Lille (France). 3.3 ANIOS will process the order as soon as possible. However, the delivery dates mentioned on the quotes are not mandatory dates. When circumstances do not allow ANIOS to meet agreed delivery dates, ANIOS may communicate appropriate conditions to the customer at any time. If ANIOS does not meet the agreed delivery dates, the customer does not acquire any right to compensation, suspension of penalties payments, interest or the dissolution of the contract. ANIOS still has the right to partially deliver Goods that can be billed separately. 3.4 At the delivery date, the customer is responsible for checking the conformity of the Goods with its order and the absence of apparent defect. For all Goods sold as "packaged", the weight and measurements at dispatch shall be used as the official quantity delivered. In the event of any damage to the Goods delivered or partial losses, the customer shall make precise and well-grounded reservations on the transport receipt of the carrier and notify the said reservations (i) to the carrier as well as (ii) to ANIOS (at the following address: 1 rue de l'Espoir - 59260 LEZENNES., France) by registered letter with acknowledgment of receipt within 3 days following the delivery date, in accordance with the provisions of article L.133-3 of the French Commercial Code. Otherwise, the claim will be inadmissible. It is up to the customer to provide all the justifications with regards to the reality of the defects or shortcomings noted. The receipt of the Goods ordered by the customer without any reservation covers any apparent defect or missing goods. In any case, the existence of a claim filed by the customer in accordance of the present paragraph does not give right to the customer to suspend the payment of the concerned Goods. The Customer may ask ANIOS for a copy of a signed delivery note within thirty (30) days after the delivery date. After this period, the customer will not be able to oppose to ANIOS the fact that it is not in possession of a copy of the signed delivery note to refuse the payment of the invoice corresponding to the delivered Goods.

4. WARRANTY - In the event of non-apparent or apparent defects in the Goods, including any failure or non-conformity, ANIOS shall only be responsible to provide a free replacement for the Good that is deemed to be defective. Such warranty is subject to the return by the customer of the Good deemed defective and to the realisation by ANIOS quality department of a conclusive expertise of such Good. The expertise report of ANIOS quality department shall be communicated to the customer. Defects or damage caused by natural wear or by an external accident, such as a use or storage of the Good that is abnormal or not in accordance with its technical characteristics and the recommendations for use, or by a modification of the Good not intended or specified by ANIOS, are excluded from the warranty. Without prejudice to the provisions described in the paragraph "Deliveries", in the event of obvious defects, including any defect or non-conformity of the Goods, or in the event of any missing product, any claim, whatever its nature, concerning the Goods delivered, will only be accepted by ANIOS if it is done in writing within three (3) days of receipt of the Goods. In case of non-apparent defect or non-conformity, the customer is required to inform ANIOS in writing within three (3) days of the discovery of such defect. In both cases, the written notice must be sent by the customer by registered letter with acknowledgment of receipt to which will be attached all documents justifying the defect or non-conformity.

5. WARRANTY OF SOLD EQUIPMENT (additional provisions). 5.1 Regarding equipment sold by ANIOS (the "Equipment"), in addition to the other provisions contained in this document, it is specified the following. Except for specific express agreed conditions, the duration of the Equipment warranty is one year starting from, depending on the scope of the order, on the date of delivery or, the date of signature of the commissioning voucher and no later than a month from the date of the installation report signature. It includes, after validation by ANIOS, all manufacturing and material defects as well as the replacement of defective parts and related labor costs. 5.2 The warranty for the Equipment sold does not apply and ANIOS is relieved of all responsibilities when: i) Equipment has been connected to non-compliant power grid ; ii) commissioning was carried out by a person not approved by ANIOS ; iii) the instructions of operating manual have not been followed, iv) deterioration is due to mishandling or to user negligence ; v) the Equipment has been transformed, modified or repaired outside the ANIOS repair shops without ANIOS prior consent; vi) use of chemical product other than those recommended or

validated by ANIOS.

6. LIABILITY - 6.1 Unless otherwise provided by a provision of law on public order, ANIOS' liability for any material damage that may be caused to the customer by the Goods or in connection with the performance of the services defined in the contract concluded between the parties cannot exceed the amount (taxes excluded) collected by ANIOS over the twelve (12) months preceding the event giving rise to the damage. 6.2 Under no circumstances can ANIOS be liable for indirect or immaterial damages, including any operating losses, loss of income or profits, downtime and loss of production, that the customer may suffer due to the non-performance of the contract or due to a non-delivery of Goods, any apparent or non-apparent defect in the Goods, or the non-conformity of the Goods with the purchase order. 6.3 In addition, in the event of anomalies or incidents of any kind on the installations at the customer premises, whether these installations are the property of the customer, of ANIOS or a third party, or the responsibility of ANIOS cannot be held if these anomalies are due to non-compliance by the customer's staff or its subcontractors with instructions, to failure of the customer or its subcontractors in the maintenance and operation of the installations or in case of events prior to the effective date of the contract, or in case of force majeure or fortuitous events. These limitations of liability are expressly accepted by the customer and reflect the risks sharing agreed by the parties under the contract. Such limitations of liability are the counterpart of the price applied by ANIOS in connection with the sale of the Goods.

7. RETURNS - The conditions specified by the RETURNS POLICY FOR ECOLAB customers are applicable to any return of Goods, excluding the case of return for non-defective or non-conformity products (see article 4 of the present T&Cs for Sale), by any customer, regardless of nationality or country of available at www.ecolab.com/returns or on request at The Customer Service. The customer is required to consult and comply with them.

8. PRICE- PAYMENT TERMS - PENALTY - 8.1 Goods shall be provided at the price in force at the date of the order for quantities accepted according to the provisions described in the paragraph "Orders". Prices are excluding taxes and subject to a surcharge for logistics and management costs according to the terms indicated on the applicable pricing list. Without prejudice to the conditions mentioned above, for the metropolitan France are, carriage and packaging carriage and for sales outside metropolitan France, prices are net and invoiced Ex-works Lille (Sainghin-en-Mélantois). 8.2 ANIOS reserves the right to revise its prices on a discretionary basis, and at any time, or impose a surcharge depending on the increase in costs, including (and without this list being exhaustive) the regulatory cost, cost of all products, materials, raw materials, transport, works and overheads, increases imposed by suppliers, the increase or imposition of any taxes, duties or other charges, any change affecting the quality of the Goods, and any changes exchange rates, hyperinflation (rate greater than 5%) affecting the economic equilibrium of the contract. 8.3 The customer shall respect the due date mentioned on the invoice, the invoices being payable at thirty (30) days net of the invoice date, except otherwise agreed between the parties. Any payment made following the due date shall accrue, by right and the day immediately following the payment date appearing on the invoice and without any prior notice being required, late payment penalties equal to the UCB six-monthly interest rate increased by 10 points. In the event of late payment, legal and lump-sum compensation of 40 Euros per invoice shall be payable for the recovery costs. ANIOS will also be entitled to claim additional compensation if the recovery costs incurred exceed the amount of this lump sum indemnity. For the Goods subject to the General Tax on Polluting Activities ("TGAP"), the values indicated on the invoice are the values on the day of the order, which the customer expressly accepts.

9. NON-COMPENSATION - The customer will not be able to offset its debts without having obtained the prior written consent of ANIOS.

10. GUARANTEE OF PAYMENT - In the event of non-payment at the due date, ANIOS will be entitled to demand the immediate payment of any subsequent invoice. ANIOS will also be entitled to suspend the delivery of the other Goods ordered until full payment. In the absence of payment within eight (8) days following a formal notice to pay, ANIOS may demand the termination of the contract due to the fault of the customer, without prejudice to other remedies it deems useful to implement. ANIOS reserves the right to exercise any action in payment. In the case of periodic payment, the default of payment at one maturity date will result in immediate request, with full rights and without formal notice, of the total amount due. In the event of a change in the situation of a customer (death, dissolution, etc.) or the occurrence of any event that may give rise to a risk of non-payment of the Goods delivered, ANIOS reserves the right to demand guarantees, to cancel any orders in progress and to withdraw the Goods, without the need to complete any legal formality or to have the contract terminated, as non-payment is considered a defeasance clause of the sale.

11. EQUIPMENT AVAILABLE TO THE CUSTOMER (hereinafter the "Equipment") - 11.1 The customer shall promptly notify ANIOS of any defect or non-operation of all or part of the Equipment and will take any measure imposed by the emergency. ANIOS will make its best efforts to remedy this defect or non-operation. 11.2 The customer is guardian of the Equipment which is placed under the sole responsibility of the Customer. 11.3 Equipment can only be used according to the instructions of the manufacturer and ANIOS and with the products prescribed and sold by ANIOS and / or its authorized distributors. 11.4 The Equipment may not be modified or moved without the prior written consent of ANIOS, otherwise the customer will have to refund the new replacement value of the Equipment. The customer undertakes to subscribe an insurance policy to cover any loss, theft, destruction or deterioration of the Equipment, including by third parties, and fully compensate ANIOS for all the damages suffered. Unless otherwise agreed in the loan agreement, preventive and/or curative maintenance are under Customer costs and responsibility. For any deterioration, loss, theft or destruction of the Equipment due to the customer or in case of non-compliance with the recommendations of the manufacturer and / or ANIOS, the costs of repair and / or replacement, as well as any ancillary costs (in particular the capital costs) will be billed to the customer. 11.5 Therefore ANIOS

liability cannot be involved in the event of damages caused by the Equipment to the customer or to third parties, resulting from misuse, unauthorized modification or failure to maintain the Equipment 1 by the customer or any third party mandated by the customer. 11.6 If the customer ceases all commercial relationships with ANIOS or stop exploiting the facilities where the Equipment has been installed, the customer shall restore the Equipment to ANIOS in the same condition as that in which the Equipment was when it was delivered to him, subject to normal wear and tear associated with its use. The return will be made on the customer's site to a representative of ANIOS and / or its authorized distributors within a maximum of thirty (30) days from the termination of the relationship or cessation of activity. Otherwise, the customer will compensate ANIOS for all the costs incurred by the latter to recover the Equipment or, if ANIOS fails to recover the Equipment within a maximum of thirty (30) days from the date of its termination of all commercial relationships between the parties or the cessation of activity, the customer will compensate ANIOS for the amount of the replacement value of the Equipment. 11.7 ANIOS will train the customer's personnel in the use of the Goods and the Equipment as on the safety and the precautions of use.

12. PENALTY CLAUSE - In case of default of the customer to any of its obligations, the customer will be liable, forty-eight (48) hours after receipt of a formal notice remained without effect, and in addition to any legal costs, if any, a penalty equal to 10% of the amount inclusive of taxes of the order to which the non-performance is related, without prejudice to the application of late payment interest if applicable.

13. RESERVATION OF OWNERSHIP - Unless otherwise agreed ANIOS shall retain ownership of the Goods sold until effective payment of the full price in principal and ancillary costs. In the event of collective proceedings, the orders in progress shall be automatically cancelled, and ANIOS reserves the right to claim the Goods which have not yet been paid.

14. INTELLECTUAL PROPERTY RIGHTS - The customer undertakes not to make any use of the documents, Goods or Equipment provided by ANIOS which would be likely to infringe its industrial or intellectual property rights and undertakes not to disclose them to any third party. The customer may not mention or use the name, the denomination, trademarks, logos or other trade names of ANIOS without its prior written consent. The customer undertakes not to reuse without the prior written authorization of ANIOS the empty packaging which constitutes in itself valid trademarks.

15. PERSONAL DATA - ANIOS undertakes to comply with the provisions in force of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the freedom to circulation of these data, entered into force on May 25, 2018 as well as the applicable French regulations on the protection of personal data. ANIOS undertakes to collect, process, use and store the personal data collected from the customer in accordance with its group privacy policy available at the following address: <https://fr-fr.ecolab.com/privacy-policy>. Reciprocally, the customer shall comply with the above regulations for the collection, processing, use and retention of ANIOS's personal data as well as its own customers.

16. COMPLIANCE WITH APPLICABLE LAWS - The customer agrees to comply with all laws and regulations, including but not limited to biocides, medical devices and the recommendations of health authorities, regarding the marketing and distribution of ANIOS Products or explosives precursors.

Anticorruption laws - ANIOS informs the customer that it is subject (i) as a commercial company registered in France, to French laws and to European regulations with regards to the prevention of corruption and the transparency of economic life and (ii) as a subsidiary of a US company, to the 1977 Foreign Corruption Practices Act (FCPA), which prohibits, directly or indirectly, to offer or grant a benefit, in kind or in cash, or to return valuables to an official or employee of the State or to political parties or candidates for an elective office with the intention of influence the said official or employee to obtain a favorable decision for ANIOS. The customer undertakes to comply with the aforementioned anti-corruption legislation and guarantees ANIOS against any financial consequences that may result from non-compliance or improper performance of the related obligations

Re-export restrictions - Customer acknowledges and accepts that Products may be subject to certain U.S., European Union and other jurisdictions' export and re-export restrictions and economic sanctions laws and regulations. ANIOS' obligation to fulfill its contractual obligation to supply Products is always subject to national and international law and regulations of export compliance, embargoes, anti-boycott and other restrictions. The customer represents, warrants, agrees and undertakes that it will at all times comply with any U.S., European Union and other applicable laws including without limitation relevant export compliance laws, economic sanctions laws and regulations, applicable U.S. anti-boycott rules

17. SAFETY DATA SHEET - Prior to any order being placed, Purchaser hereby undertakes to consult the Data and Security Description of those Products it wishes to purchase, and as available on www.anios.com, or at simple request by calling +33 3 20 67 67 67.

18. ANIOS has the right to transfer its contractual rights and obligations to its group's affiliates by giving reasonable notice to the Customer.

19. APPLICABLE LAW - JURISDICTIONAL CLAUSE - THESE GENERAL TERMS AND CONDITIONS OF SALE AND THE OPERATIONS REFERRED TO THEREIN ARE SUBJECT TO FRENCH LAW. ANY DISPUTE BETWEEN ANIOS AND THE CUSTOMER, OF ANY NATURE WHATSOEVER AND RELATING TO THE INTERPRETATION AND EXECUTION OF THESE GENERAL TERMS AND CONDITIONS OF SALE WILL BE SUBMITTED TO THE COMMERCIAL COURT OF LILLE, THE ONLY COMPETENT AND THIS, EVEN IN THE EVENT OF A CALL FOR JOINDER TO PROCEEDINGS OR MULTIPLE DEFENDANTS.

20. UNIQUE IDENTIFIERS attesting to the registration as producer of the sectors concerned, Article L.541-10-13 of the Environmental Code, have been assigned by ADEME as follows: i) EEE (Ecosystem) FR024728_05R8ZS, ii) Packaging (CITEO), FR215274_01HLMR, iii) Chemicals (EcoDDS) FR218268_07HIRT,