

## Standard Terms and Conditions Procurement of Products

**1. ACCEPTANCE AND COMPLETE PO.** The parties agree that these Standard Terms and Conditions are the exclusive and complete terms and conditions accompanying any accepted purchase order issued by H2O Innovation Inc. and/or any of its affiliates, and any amendments thereof, or any accepted quotation or accepted proposal (“**PO**”). No other terms and conditions will be deemed relevant to explain or supplement these Standard 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 on the PO and these Standard Terms and Conditions, the terms and conditions stated on the PO shall prevail. For the purposes of these Standard Terms and Conditions, “affiliates” include, without limitation, H2O Innovation USA, Inc., Piedmont Pacific Corporation, Piedmont Pacific Inc., Genesys International Limited, Professional Water Technologies, LLC and H2O Innovation Operation & Maintenance, LLC.

**2. SCOPE.** These Standard Terms and Conditions shall apply to all transactions between the parties for the components, parts, materials, products or items described in the PO (“**Products**”). H2O Innovation Inc. or any of its affiliates (“**Buyer**”) agrees to purchase the Products, and the supplier of such Products (“**Supplier**”) agrees to sell to, and provide Buyer with such Products, in accordance with these Standard Terms and Conditions, and shall not communicate directly with Buyer’s customer or end-user unless Buyer provides its prior written consent.

**3. PRICE AND PAYMENT.** Payment terms are net sixty (60) days following receipt by Buyer of Supplier’s invoice. Any tax, fee or charge of any nature whatsoever, imposed by any governmental authority shall be paid by Buyer in addition to the prices quoted or invoiced by Supplier. If Supplier shall be required to pay any such tax, fee or charge, Buyer will reimburse Supplier in a timely manner.

**4. BENCHMARKING.** Buyer reserves the right to benchmark the ongoing competitiveness of the supply of Products delivered by the Supplier throughout the term of the PO. In conducting any benchmarking, the parties agree that comparisons shall be made with similar goods and services and if the benchmarking shows that the Supplier’s price or the commercial arrangement at that time is uncompetitive, Buyer shall share the findings with the Supplier and the parties shall meet as soon as reasonably practicable thereafter with a view to agreeing upon a new pricing structure.

**5. DELIVERY.** Delivery terms (Incoterms) are mentioned on the PO. Delivery date for the Products is also clearly stated on the PO and may be changed by Buyer upon written notice. Products shall be furnished in accordance with any schedule or delivery date provided for in the PO, or if no such schedule or delivery date is provided for in the PO, within a reasonable time. No partial deliveries are allowed, unless accepted in writing by Buyer. Supplier shall not release the Products for delivery or proceed with their delivery before being authorized in writing by Buyer. Products shall be properly crated for domestic truck shipment.

**6. INSPECTION.** Buyer reserves the right to inspect the Products at Supplier’s site or facility before delivery. Supplier shall give a written notice to Buyer upon readiness for shipment to allow Buyer sufficient time to perform, in its sole discretion, such inspection.

**7. RISK OF LOSS AND TITLE.** Risk of loss and title shall pass to Buyer as per the terms of delivery mentioned on the PO in accordance with the PO.

**8. STATUS.** Supplier shall keep Buyer informed as to the status of the manufacturing and/or delivery of the Products. Upon request, Supplier agrees and undertakes to provide Buyer, without delay, with a progress certificate report or any other similar documents evidencing the status of the PO. Supplier’s schedule of activities shall be planned to assure delivery of the Products by the time required in the PO. Supplier agrees to take all the necessary actions to expedite design, manufacturing, production and/or shipment of the Products if, in Buyer’s sole discretion, delivery of Products by the date required becomes doubtful. Supplier shall be liable for all costs and expenses it may incur in expediting design, manufacturing, production and/or shipment of the Products.

**9. SUPPLIER’S RESPONSIBILITIES.** Supplier shall (i) designate a person to act with authority on Supplier’s behalf with respect to all aspects of the PO, and (ii) furnish to Buyer all relevant information or data regarding the Products provided. Except as otherwise clearly mentioned by Supplier in a written notice, Buyer shall be entitled to rely upon the accuracy and completeness of any and all information, data, services and facilities furnished by Supplier with respect to the Products.

**10. PRODUCT COMPLIANCE.** Supplier warrants that the Products comply with all applicable laws, regulations and industrial practices. Supplier’s liability through any noncompliance shall be limited to the cost of modifying or replacing the non-complying Products after receipt of a written notice of noncompliance from Buyer.

**11. 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 PO 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 PO 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.

**12. DATA PROTECTION.** Any and all personal data which is processed by the either party in connection with the PO shall be handled and protected pursuant to all 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.

**13. MODERN SLAVERY.** Both parties agree to put in place policies and procedures to minimize the risks of modern slavery or human trafficking

in their respective supply chains, and to comply fully with any modern slavery, human trafficking or similar applicable laws.

**14. WARRANTY.** Supplier warrants that the Products (i) will be new and of the best quality in every respect, (ii) will be free from defects in design, materials and workmanship, and (iii) will be fit for the intended use and purpose of Buyer, which are known and understood by Supplier. Products will be in sufficient size and capacity and of proper material so as to fulfill in all respects such operating conditions as may be specified in the PO, technical specifications or other documents provided by Buyer to Supplier with respect to the Products. Unless otherwise mentioned in the PO or technical specifications provided, the warranty period shall be twenty-four (24) months from the date of delivery at the site designated by Buyer on the PO. In the event a notice of defect is given by Buyer, Supplier shall repair or replace the Products at Supplier's sole expense including, without limitation, transportation, labor, and other related costs or, at Buyer's option, refund Buyer the purchase price allocable to the nonconforming Products. The warranty with respect to any corrected or replaced Products or parts hereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or the date of placement in service of such corrected or replaced Products, whichever is later. SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

**15. INDEMNIFICATION AND LIMITATION OF LIABILITY.** Supplier hereby indemnifies and saves Buyer harmless from any and all claims, demands or causes of action of every kind and nature, regardless of whether in law or in equity, arising out of or related to the Products or to the PO, including, but not limited to, personal injury, death, loss of use, or property damage (including the Products themselves) resulting from the misconduct, fault, negligence or failure to act of the Supplier or of those for whom it is responsible in the course of providing the Products. Except for liabilities attributable to personal injury or death, the indemnification obligation of Supplier shall be limited to either its insurance coverage limits or to the value of the PO, whichever is greater. Neither party shall be held liable for the other party's breach of sections entitled Anti-Corruption, Data Protection and Modern Slavery.

**16. PATENTS.** Supplier shall indemnify Buyer against any judgment for damages and costs which may be rendered against Buyer in a suit brought on account of the alleged infringement of any patent by the Products supplied to Buyer, unless the alleged infringement occurs as a result of any alteration or modification made to the Products by Buyer without the consent of the Supplier, in which case Buyer shall indemnify Supplier against any judgment for damages and costs which may be rendered against Supplier in any suit brought on account of the alleged infringement of any patent by the Products.

**17. SUPPLIER BREACH.** Notwithstanding anything contained in the PO, where Supplier fails to make delivery of the Products or breaches any provision of the PO, Supplier shall be responsible for any delay in the delivery of the Products, or breaches of any provision of the PO and shall compensate Buyer for any of its direct costs, damages and expenses in relation to such delays or breaches.

**18. CONSEQUENTIAL DAMAGES.** In no event shall either party be liable for consequential, special, incidental or indirect damages, including, without limitation, loss of revenue, profits or use.

**19. INSURANCE.** Supplier shall obtain at its own expense and maintain in force, during the execution of the PO, all sufficient insurance covering without limitation, physical loss or damage to the Products or any other goods, materials, machinery or equipment in relation with the Products, commercial general liability, workers compensation, employer's liability, automobile liability and professional liability insurance. Proof of insurance shall be provided by the Supplier to Buyer no later than ten (10) days following execution and/or acceptance of the PO. Buyer shall be named as additional insured and shall be notified in case of cancellation of the Supplier's insurance coverage. A waiver of subrogation provision shall also be provided for relevant insurance policies. In the event Supplier engages, with the consent of Buyer, one

or more subcontractors to furnish the Products, Supplier shall ensure that its subcontractors maintain proper insurance coverages.

**20. CANCELLATION AND TERMINATION.** (1) Buyer shall have the right to cancel and/or terminate the PO and any or all other orders or contracts between the parties, at no cost, in the following events: (i) Supplier 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) Supplier fails to perform or comply with any term, condition or covenant of the PO, (iii) an allegation that Products infringe any patent, copyright, violates any statute, ordinance, or administrative order, rule or regulation, or (iv) Supplier persistently fails to deliver the Products as required by the PO. (2) In the event Buyer's contract with its customer or end-user is terminated, Buyer may terminate the PO, including any or all other orders or contracts between the parties, and, in such circumstances, shall pay Supplier for any Products delivered prior to the date of termination. In addition, Supplier shall be compensated for all reasonable direct costs incurred by it as a result of such termination, less disposal or retention value of termination inventory (with the exception of non-customized Products, in which case the cancellation shall be at no cost for Buyer); provided however that in no event shall the compensation exceed the cost of the PO. It being understood and expressly agreed by Supplier that, when applicable, payment of such compensation by Buyer's customer or end-user shall be a condition precedent to Buyer's obligation to compensate the Supplier in case of termination.

**21. FORCE MAJEURE.** Neither party shall be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such party; provided however that notice shall be given in a timely manner to the other party upon the occurrence of such Force Majeure events. Force Majeure events may include, without limitation, acts of God, riots, acts of war, epidemics, pandemics, governmental acts or regulations, fires, communication line failures, power failures and earthquakes.

**22. BUSINESS CONTINUITY.** Buyer advises Supplier to have a written business continuity plan to cover disaster recovery and the responsibilities and actions to be taken in the event of an emergency that may affect deliveries to Buyer that will bring Supplier online in the shortest possible time.

**23. CONFIDENTIALITY.** Supplier agrees and undertakes to maintain Buyer's confidential information as well as that of Buyer's customer or end-user, as the case may be ("Confidential Information") in strict confidence, not to disclose it to others, and to only use it in connection with the Products to be provided under the PO. Supplier will not copy or reproduce any written or printed materials or drawings provided by Buyer or its customer or end-user. Supplier agrees to immediately return all Confidential Information to Buyer upon request. Supplier acknowledges that a remedy at law for any breach or attempted breach of this Section will result in harm to Buyer, to its customer or to its end-user for which monetary damages alone will not be adequate. Supplier covenants and agrees that neither it nor any of its affiliates will oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. The obligations of confidentiality shall continue for the term of the PO and shall survive indefinitely thereafter.

**24. HEALTH AND SAFETY.** Supplier shall at all times conduct its operations under the PO in a manner to avoid the risk of endangerment to health and bodily harm to persons. Supplier shall comply with all applicable health and safety local laws and regulations and, if required, by end-user's safety recommendations as provided from time to time. H<sub>2</sub>O Innovation reserves the right to make the necessary inspections or request documentation to ensure compliance by Supplier to the applicable health and safety laws and regulations. Supplier's failure to satisfactorily correct any unsafe conditions after notice thereof shall be grounds for Buyer to suspend execution of the PO until unsafe conditions are rendered safe and, if the violation continues, for termination by Buyer of the PO. In such an event, Buyer will be responsible for any damages in relation with such violation, suspension and/or termination.

**25. ASSIGNMENT.** Neither party shall assign the PO, without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Buyer may assign the PO 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 Buyer.

**26. CHANGE ORDER AND AMENDMENT.** The parties acknowledge and agree that the PO is subject to change. No supplement, modification or waiver of the PO shall be binding unless executed in writing by the party to be bound thereby, including any increase in the price of the Products which is subject to the approval of Buyer. Pending resolution of any dispute concerning such change, Supplier shall not be excused from proceeding with the PO, as changed. No waiver of any of the provisions of the PO 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 expressly provided.

**27. CODE OF CONDUCT.** Supplier acknowledges that by accepting the PO, it agrees to comply with the *Supplier Code of Business Conduct and Ethics* available on Buyer's website.

**28. GOVERNING LAWS.** The PO shall be governed by and construed in accordance with the laws of the State of Minnesota when issued in the USA, the laws of the Province of Quebec when issued outside of the USA (other than in the UK) and the laws of England and Wales when issued in the UK. The parties hereby consent to such jurisdiction and waive any other.

**29. MISCELLANEOUS.** The PO and these Standard Terms and Conditions 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 PO. 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.

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