

TERMS & CONDITIONS OF SALE FOR HACH SOUTH AFRICA (PTY) LTD GOODS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach South Africa (Pty) Ltd ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach South Africa (Pty) Ltd and none of its affiliates. Hach operates the Website <https://za.hach.com/> ("the Website"). Hach is a company registered in South Africa under company number 1993/005471/07 and with its registered office at Fancourt Office Park, C/O Felstead Road and Northumberland Ave, Northriding, Randburg, 2162. Unless otherwise specifically stated in a written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions:

- (i) Buyer's issuance of a purchase order document against Hach's offer;
- (ii) acknowledgement of Buyer's order by Hach; or
- (iii) commencement of any performance by Hach

pursuant to Buyer's order. The application of any terms and conditions, general terms of purchase or other terms of the Buyer (whether or not contained in Buyer's purchase documents (including electronic commerce interfaces) is hereby expressly excluded and therefore such terms do not become part of the Contract.

2. CANCELLATION:

Buyer may cancel goods or services orders within a period of maximum seven (7) days from acceptance of the order/order acknowledgement by Hach subject to fair charges for Hach's expenses including handling, inspection, restocking and freight by providing a written notice to Hach clarifying the reasons for such cancellation. Buyer is not entitled to cancel any orders for goods or services at a later stage. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Hach may cancel all or part of any order prior to delivery without liability if the order includes any Products that Hach determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Unless otherwise agreed by the parties, delivery will be accomplished CPT from Hach's facility located in South Africa (Incoterms 2020). For orders having a final destination within South Africa, risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside South Africa, risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding weekends and Public Holidays. Hach may at any time, in its sole discretion, without liability or penalty, make partial deliveries of Products to Buyer. Each delivery will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Contract. Legal title to goods, and to any works products prepared for Buyer in the course of performing services, passes to Buyer only upon full payment of the purchase price, services fee, or other agreed compensation for these goods or services to Hach. At the request of Hach, Buyer will use commercially reasonable efforts and cooperate in order to fulfil at its costs any further requirements for such retention of title being enforceable.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming Product at its option or reperform the nonconforming services. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within seven (7) days of delivery. Hach will, at its own discretion, perform any repairs at Hach's designated factory bench repair location or at the Buyer's site. A Buyer seeking warranty service must contact Hach for instructions on repair location and associated logistics. In the case of nonconforming goods, Hach will

arrange shipment to and from Buyer with Hach's preferred transportation vendor; and costs are at Buyer's expense.

5. PRICES & ORDER SIZES:

Unless otherwise agreed by the parties in writing, all prices are in ZAR when quoted within South Africa and in US Dollar when quoted outside the borders of South Africa and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside South Africa; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products, which shall be added on the prices as applicable and required. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly. Hach is entitled to impose a temporary surcharge if the supply chain costs (e.g., material, labor and freight costs) significantly increased since entering into the Contract.

6. PAYMENTS:

All payments must be made in quoted currency. Unless otherwise agreed in writing by the parties, invoices for all orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by electronic funds transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach will require payment in advance of delivery. Any dispute or amendments on invoices presented for payment, needs to be raised within 30 days of issue date, after which the invoice presented are deemed to be correct and can't be rejected for payment. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-in-advance basis even after the delinquency is cured; (d) charge interest on the overdue amount at 2% per annum above the applicable Prime Interest Rate at the date of delinquency. Interest will accrue on a daily basis from the due date up to the date of actual payment received in Hach's bank account, plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach.

7. LIMITED WARRANTY:

Hach warrants that goods sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased. The warranty period for goods is twelve (12) months from delivery unless a shorter or longer period is expressly stated in the applicable Hach manual or agreed in writing by the parties for the goods in question, in which case such shorter or longer period applies. Unless otherwise prescribed in writing by Hach, Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. Hach reserves the right to invoice at list price for any parts replaced during a service visit that are replaced due to normal wear and Buyer agrees to pay for such parts. Replacement parts are warranted against defects for the longer of ninety (90) days or the remainder of the original warranty period, if any, for the repaired goods. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** Any modifications on the Products other than those made by Hach or its authorized persons and/or use of parts that are not originally manufactured by Hach or its original equipment manufacturer invalidate this limited warranty. The sole remedy for Products not meeting this Limited Warranty is, at Hach's reasonable choice, replacement, repair, reperformance of non-conforming services, credit or refund

(partial or full) of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, repair or reperformance, credit or refund. Hach reserves the right to exclude any warranty for Products that have not been commissioned by Hach technicians or a certified Hach dealer; any repair of such Products will be at Buyer's cost.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an appendix to these Terms and Conditions. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate

it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. In respect of personal data supplied by Buyer to Hach, Buyer warrants that it is duly authorized to submit and disclose such data and that Buyer shall comply with applicable privacy laws. Buyer acknowledges that Hach will manage Buyer's information and personal data in accordance with its Privacy Policy, located at <https://za.hach.com/privacypolicy>

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogues and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Buyer is not an agent or representative of Hach and will not present itself as such under any circumstance unless and only to the extent it has been formally screened by Hach's Compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization. Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of South Africa, the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar

matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Except for Buyer's payment obligations, neither party shall be liable for delays in performance, in whole or in part, or any loss, damage, cost or expense, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, pandemics, embargos, acts of government or other civil or military authority, war, riots, delays in transportation, difficulties in obtaining labor, materials, manufacturing facilities or transportation, or other similar causes ("Force Majeure Event"). In such event, the party delayed shall promptly give notice to the other party. The party delayed shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

The party affected by the delay may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Contract without penalty and without being deemed in default or in breach thereof, if such Force Majeure Event lasts longer than three (3) months.

If a Force Majeure Event affects Hach's ability to meet its obligations at the agreed upon pricing, or Hach's costs are otherwise increased as a result of such Force Majeure Event, Hach may increase pricing accordingly upon written notice to Buyer.

18. NON-ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. FUNDS TRANSFERS (PAYMENTS):

Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +27 11-708-3705 and speaking with Hach's Accounts Receivable Clerk before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

20. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or non-performance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

21. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of South Africa, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction where Hach has its registered business in South Africa.

22. TAXES:

Buyer shall be solely responsible for withholding and remitting to the local tax authorities any taxes due under the laws of its jurisdiction, reduced by any applicable tax treaty. Hach shall provide to Buyer any documents required to seek the benefits of such a tax treaty. Buyer shall provide Hach an official receipt of the remittance of such due taxes. Buyer will be solely responsible for any penalties or late payment interest related to such taxes.

23. ENTIRE AGREEMENT, TERM & MODIFICATION:

These Terms & Conditions of Sale together with the Contract formed as described herein incorporating these Terms and Conditions constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon 30 (thirty) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of goods and services and provide a pro-rated refund for any pre-payment of undelivered goods and services. If any provision of these Terms & Conditions to any extent is declared invalid or unenforceable, the remainder of these Terms & Conditions will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.