

In this purchase order (“**Order**”), “**Seller**” means the party to whom this Order is issued. Evoqua Water Technologies India Private Limited (“**Evoqua**”) and Seller may be collectively referred to as the “**Parties**” or individually as a “**Party**.”

1. **ACCEPTANCE; ACKNOWLEDGMENT:** If this Order is considered to be an offer, then acceptance of this Order is expressly limited to its terms and Evoqua hereby objects to any different or additional terms in any response to this Order. If this Order is considered to be an acceptance or counteroffer, this acceptance or counteroffer is expressly conditioned on Seller’s assent to any different or additional terms contained in this Order. Shipment of any goods/products or the rendering of any services pursuant to this Order shall be deemed an acceptance of these terms and conditions. No modification of or release from this Order shall be binding upon Evoqua unless agreed to in writing and specifically labeled as a modification or release. These terms and conditions supersede any submitted by Seller in any proposal or acknowledgment.
2. **PRICING:** This is a firm price Order. In the absence of indication of price by Evoqua, Seller must not fill this Order at a price higher than last quoted or charged to Evoqua without Evoqua's written consent. Seller represents that the prices charged for the goods/products, and/or service covered by this Order are not higher than prices charged for the items or services on similar terms and conditions to other purchasers and that the prices comply with applicable government regulations in effect at the time of Order placement, sale and delivery. This Order is not exclusive, and Seller agrees that Evoqua and/or its affiliates may, in their sole discretion, purchase products/goods and/or services from a third-party vendor that are similar or identical to the products/goods and/or services covered under this Order.
3. **PAYMENT TERMS:** If not otherwise stipulated on the front of this Order or in an attachment or addendum signed by both parties, payment terms are net thirty to sixty days, as may be determined by Evoqua. Payment to all domestic Sellers will be made through an Automatic Check Clearinghouse (i.e. ACH Transfer) using Evoqua’s e-invoicing protocols; payment to all foreign Sellers will be made through commercial check, wire transfer or some other means that is mutually beneficial and agreed by Evoqua. Evoqua may withhold payment of any charges that it disputes in good faith. Payment of any charges by Evoqua shall not be deemed an approval of such charges and Evoqua may later dispute such charges, nor shall Evoqua’s payment of charges relieve Seller of any of its warranties or other obligations under this Order.
4. **DOCUMENT PRECEDENCE & ATTACHMENTS:** Documents designated by Evoqua including supplemental terms and conditions, if any, are incorporated herein by reference the same as if set out in full herein. Should any ambiguity or inconsistency exist in any portion of this Order, including any supplemental terms and conditions or other documents attached hereto, the following precedence of documents shall apply to eliminate any such ambiguity or inconsistency:

- (a) The Master Agreement executed by both Parties (if applicable);
  - (b) the face of this Order;
  - (c) attachments containing specifications;
  - (d) attachments containing special terms and conditions including, without limitation, pricing or payment terms; and
  - (e) these General Purchase Order Terms and Conditions.
5. **CHANGES:** Evoqua reserves the right at any time to change by written or electronic notification any of the following:
- (a) Specifications, drawings and data incorporated in this Order where the items to be furnished are to be specially manufactured for Evoqua;
  - (b) quantity;
  - (c) methods of shipment or packaging;
  - (d) place of delivery;
  - (e) time of delivery; or
  - (f) any other matters affecting this Order.
6. **TERMINATION:**
- (a) Upon ten (10) working days prior written or electronic notice to Seller, Evoqua may terminate this Order for its convenience, in whole or in part, at any time with such written or electronic notice to Seller. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (1) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities associated with such termination, (2) protect, preserve and deliver in accordance with Evoqua's instructions any property related to the Order in Seller's possession, and (3) continue the performance of any part of the work not terminated by Evoqua.
  - (b) Upon thirty (30) days prior written notice to Seller, Evoqua may terminate this Order for default, in whole or in part: (1) If Seller fails to deliver the products/goods and material or perform the services required according to the terms and conditions contained herein and fails to cure such default within a commercially reasonable time period, or (2) if, at any time, reasonable grounds for insecurity arise as to Seller's ability to fully perform (including timely performance) within ten (10) days after Evoqua 's written demand for adequate assurance. Evoqua may also terminate for default if Seller becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or for reorganization proceedings.
  - (c) On termination for Evoqua 's convenience, Seller at the time of termination may have in stock or on firm order completed or uncompleted items or raw, semi-processed or completed materials for use in fulfilling this Order. (1) For completed items or materials, Evoqua shall either require delivery of all or part of the completed goods/products and make payment at the Order price, or (without

taking delivery) pay Seller the difference, if any, between the Order price and the market price (if lower) at the time of termination. (2) For uncompleted items or raw or semi-processed materials, Evoqua shall either require Seller to deliver all or part of such goods/products at the portion of the Order price representing the stage of completion, or (without taking delivery) pay Seller for such goods which are properly allocable to this Order a portion of the Order price representing the stage of completion, reduced by the higher of the market or scrap value of the goods/products at that stage of completion. (3) For goods/products which Seller has on firm order, Evoqua may at its option either take an assignment of Seller's right under the Order or pay the cost, if any, of settling or discharging Seller's obligation under the Order. (4) In all cases, if Evoqua elects to not to take delivery of materials, Seller shall return all purchased materials to its Sellers. Evoqua shall have no responsibility to make any payments for materials that are not available for its inspection. If Evoqua terminates for default, Seller shall be liable for additional costs, if any, for the purchase of such similar goods/products and services to cover such default. Payments to Seller required by this section 6 shall be the sole and exclusive remedy available to Seller in the event of termination by Evoqua.

(d) Evoqua 's rights and remedies regarding termination under this Order shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.

7. **ASSIGNMENT:** Seller may not assign, transfer or subcontract this Order or any right or obligation hereunder without Evoqua 's prior written consent. Any purported assignment, transfer or subcontract shall be void and ineffective. Evoqua may assign its rights and obligations under these terms to its affiliates or any third party, or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the agreement and/or assign proceeds of the agreement without buyer's consent.
8. **DELIVERY:** Unless otherwise stated on this Order, for both domestic and international Orders, delivery shall be Delivered at Place INCOTERMS 2020, ("DAP") to Evoqua's designated offices, from Seller location and shipped to Evoqua's location as Evoqua may, in its sole discretion, designate DAP. Time is of the essence in the performance of Seller's obligations under this Order. Seller recognizes that Evoqua utilizes "Just In Time" scheduling and Seller accepts complete responsibility to deliver materials meeting all referenced standards within three (3) business days before the stated material due date. Seller shall furnish sufficient labor and management forces, plant, and equipment and shall work such hours (including night shift, overtime, weekend and holiday work without a premium) as may be required to assure timely delivery. (a) In the event that Seller's overall on time delivery performance, as measured monthly by Evoqua falls below ninety-eight percent (98%) on-time for products/goods delivered on this Order, Seller agrees to reduce the Order unit price by five (5%) percent per occurrence. A delivery is considered

late, when it is received by Evoqua or Evoqua's customer after the expressed Need-By-Date (i.e. Dock Date) on the issued purchase order

9. **LIQUIDATED DAMAGES:** If the Seller fails to deliver the goods/ products by the scheduled delivery date, the Seller materially breaches its obligations under the Order, and the Seller shall pay to Evoqua an amount equal to the predetermined damage calculation as provided in the Order, and agreed to by the Parties ("**Liquidated Damages**"). The Parties intend that the Liquidated Damages constitute compensation for late delivery, and not a penalty. The Parties acknowledge and agree that Evoqua 's harm caused by the Seller's late delivery would be impossible or very difficult to accurately estimate, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from Seller's late delivery. Nothing in this provision shall limit Seller's obligation to pay NAR (*defined below in clause 15(e)*) fees or any other fees pursuant to this Order.
  
10. **TRANSPORTATION:** Unless otherwise agreed, Seller must comply with Evoqua's freight program using any freight forwarder designated by Evoqua in this Order or identified by Evoqua after submission of this Order but before delivery. Seller shall be liable for all excess shipping or demurrage charges resulting from failure to ship and route as instructed, including shipping prior to date required. Seller's obligations under this Order are not severable if delivery or performance occurs in installments. Evoqua is not obliged to accept shipments sent C.O.D. without its consent and may return them at Seller's risk and cost.
  
11. **PACKAGING, PACKING LISTS AND BILLS OF LADING:** Seller shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. No additional charges shall be made for packing, crating or cartage unless stated on the front of this Order. Seller must bill all returnable containers on a separate memo invoice and return transportation charges will be collected and for Seller's account. Each shipment must be accompanied by a packing list and a commercial invoice completed in accordance with Indian Customs requirements and Evoqua's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by such packing list.
  
12. **EXCUSABLE DELAY/FORCE MAJEURE:** No Party is liable for any failure to perform its obligations under this Order if such performance has been delayed, interfered with or prevented by an event of Force Majeure. As used in this Section, "Force Majeure" means any circumstances whatsoever which are not within the reasonable control of the Party affected thereby, including without limitation an act of God, war, insurrection, riot, fire, explosion, flood, embargo, pandemic, epidemic, order or act of civil or military authority, legislation, regulation or administrative rules. The Party who declares Force Majeure will give prompt notice to the other Party of such declaration. If the performance of any

obligation has been delayed, interfered with or prevented by an event of Force Majeure, then the Party affected by such event will take such actions as are reasonably available to remove the event of Force Majeure or to mitigate the effect of such occurrence. If an event of Force Majeure occurs, the obligations of the Parties under this Order will be suspended during, but not longer than, the continuance of the event of Force Majeure. If such event (alone or extended by another event of Force Majeure) continues so that the obligations of the Parties remain suspended for a period of twenty (20) continuous days and, at the end of such period or at any time thereafter during which such suspension continues uninterrupted, any Party, in the exercise of reasonable judgment, concludes that there is no likelihood that the event of Force Majeure will be removed in the immediate future, then any Party may terminate this Order without liability to any other Party by giving to the other five (5) days' written notice of its intention to terminate.

13. **TAXES:** If the goods/products furnished under this Order are for resale (as indicated on the front of this Order), Evoqua will pay any applicable taxes imposed on such goods/products after delivery. Seller will pay all other taxes and duties imposed before acceptance or delivery to the destination point, whichever is later.

14. **QUALITY AND INSPECTION:** Seller understands that Evoqua utilizes "Just In Time" scheduling which requires that all materials be delivered defect free and that Evoqua may place the materials directly into production without further inspection. Seller shall perform any inspections required to ensure that no defective material is received by Evoqua. Seller also assumes all costs for loss or damage to Evoqua and indemnifies Evoqua against loss for claims of product/goods liability resulting from delivery by Seller of Non-Conforming Products/Non-Conforming Goods (*defined hereinbelow*) to Evoqua:

- a) Products/goods delivered hereunder shall meet or exceed all applicable industry and trade association standards, Evoqua specifications and quality standards and the Seller's own internal quality standards and shall be merchantable and fit for their intended use. It shall be Seller's responsibility to identify any conflicts between any such standards and/or specifications and bring those to the attention of Evoqua in writing. All goods/products furnished hereunder will be subject to Evoqua 's final inspection and approval, irrespective of payment date.
- b) Evoqua's performance of any inspection does not release Seller from any of its duties under this Order nor does it waive any of Evoqua's rights or constitute an acceptance. Evoqua may reject goods/products not in accordance with the instructions, specifications, drawings, data or Seller's express or implied warranties or are defective in material, or workmanship or is otherwise not in conformity with the requirements of this Order or of any purchase order ("Non-Conforming Goods/Non-Conforming Products") or may accept some and reject other Non-Conforming Goods/Non-Conforming Products at its option, in accordance with clause 15.

- c) Evoqua reserves the right to source inspected goods/products to be supplied; however, any election to not source inspect shall not be deemed a waiver of Seller's right of inspection or as acceptance. Evoqua may return rejected goods to Seller at Seller's expense and Evoqua shall have no further obligation for such goods, or Evoqua may retain rejected goods and Seller shall pay Evoqua its damages due to them. Payment for any goods/products shall not be deemed acceptance and in no event shall Evoqua incur any liability to pay for rejected goods/products.
- d) Evoqua shall have a reasonable time (in no event less than ten (10) days from receipt) to submit claims relating to count, weight, quantity of, or loss or damage to, delivered goods/products. Evoqua will calculate damages on claims and deduct the amount from Seller's invoice. If the invoice was previously paid, Seller will reimburse the amount of damages to Evoqua.
- e) Seller shall assume responsibility for and will pay any and all loss, cost, damage or expense, including attorney fees, and cost of replacement incurred by Evoqua attributed to Evoqua's rejection of Non-Conforming Goods/ Non-Conforming Products and/or to Seller's untimely delivery.

**15. NON-CONFORMING PRODUCTS/ NON- CONFORMING GOODS:**

Pursuant to clause 14, in the event Evoqua notifies the Seller of a Non- Conforming Product/ Non-Conforming Goods, Evoqua may elect in its sole discretion, prior to acceptance of the Non- Conforming Product/ Non-Conforming Goods, to:

- (a) Reject and return the Non- Conforming Product/ Non- Conforming Goods, not to be replaced and with a full refund of all costs paid by Evoqua for the product/goods (without any deductions by Seller) or,
- (b) Sort, repair and/or rework the Non- Conforming Product/Non- Conforming Goods and recover Evoqua's reasonable expenses of repair or,
- (c) Evoqua may retain rejected goods/products and Seller shall pay Evoqua its damages and reimburse such amount due to Evoqua for the same, or
- (d) Anything to the contrary notwithstanding, Seller shall have no obligation for defects in the Products which result from activities of Evoqua or from misuse, abuse, negligence, or accident, improper installation, service, or maintenance by Evoqua or Evoqua's customer.
- (e) In connection with any defective products/goods provided to Evoqua by Seller hereunder, and in addition to any other charges and expenses that might apply, Evoqua may issue a Non-Conforming Products/Goods Report ("NAR") to Seller and charge an NAR fee equal to the greater of 25% of the cost of the Product to which the NAR relates.

**16. SHELF LIFE CONTROL:** With respect to each delivery of products/goods that have a limited or specified shelf life or similar life specification, the Seller shall furnish data that shows:

- (a) the cure or manufacture date or moisture exposure;
- (b) expiration date or shelf life;

(c) lot or batch number, and when applicable any special handling or storage requirements. Unless otherwise specified by contract, for all shelf life limited materials or products/goods delivered to Evoqua, the remaining shelf life must be a minimum of 90% of the total shelf life for the product/goods.

17. **WARRANTIES:** By accepting this Order, Seller warrants that the goods/products and services furnished will be new and free from defects in design, materials and workmanship, merchantable and in full conformity with Evoqua's specifications, drawings and data, and Seller's descriptions, promises or samples, and that such goods will be fit for Evoqua's intended use, provided Seller has reason to know of such. In cases where Seller does not understand the intended use of the products/goods, it shall be the Seller's responsibility to learn all that is necessary about the intended use in order to recommend and ensure proper application of the products/goods by Evoqua. Seller further warrants the goods/products and services will conform to any applicable national, state, provincial or local statutory or regulatory requirements and that they do not infringe upon the patent or any other intellectual property right of any third party. Seller will convey good title to the goods/products, free and clear from all liens, claims and encumbrances. Seller, without cost to Evoqua, shall promptly do all things necessary to correct any breach of the above warranties in a manner satisfactory to Evoqua. If Seller is unable or refuses to repair or replace the non-conforming or damaged goods/products or services as Evoqua may require, Evoqua may contract or otherwise repair or replace such defective goods/products and back-charge Seller for the excess cost in accordance with clause 14. This warranty shall survive acceptance of the products/goods and is in addition to any warranties of additional scope given to Evoqua by Seller. No statutory or implied warranties by the Seller are excluded or disclaimed. Seller agrees that Evoqua shall have the option to assign Seller's warranty to a third party. Evoqua agrees that the nature and extent of Seller's warranty obligations under this Order shall not be changed under any such assignment.

18. **INDEMNITY:** The Seller will defend, indemnify and hold harmless Evoqua and its respective officers, employees, agents, subcontractors and customers (each an "Indemnified Party") against all third party claims arising out of or resulting in any way from (i) any defect in the products/goods, including, without limitation, claims for personal injury (including death) and property damage resulting from such defect, (ii) any breach of any warranty or other term of this Order, (iii) the presence of Seller's agents, representatives, employees or subcontractors on Evoqua's or Evoqua's customer's premises or (iv) any tortious act or omission of Seller, its agents, representatives, employees or subcontractors. Seller will conduct the defense of a claim diligently and with counsel reasonably satisfactory to the Indemnified Party, and will not consent to the entry of a judgment or enter into any settlement with respect to the claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably). If Seller fails to conduct the defense of the claim in accordance with this article, or if the third party seeks relief other than monetary damages or settlement of the claim or if an adverse judgment with respect to the claim

would likely establish a precedent, custom or practice materially adverse to the continuing business interests of the Indemnified Party, then the Indemnified Party may elect to defend itself and Seller will reimburse the Indemnified Party promptly and periodically for the costs of its defending against such claim (including reasonable attorneys' fees and costs).

19. **INTELLECTUAL PROPERTY INDEMNITY:** Seller shall, at its sole expense, defend any suit or proceeding brought against Evoqua, its successors and assigns, based on any claim that any goods/products or any component part or services delivered or furnished hereunder infringes or violates in any manner any intellectual property right of any third party. Evoqua agrees to notify Seller in writing or electronically of any such claim and to provide such assistance, at Seller's expense, as may be reasonably required in defending the suit or proceeding. Seller shall pay all damages, costs and attorney fees awarded in any suit or proceeding. If the goods/products or any component part or service furnished hereunder are held to infringe and their use is enjoined, Seller shall, at its option and its own expense, (a) procure for Evoqua and its successors and assigns, the right to continue using the products/goods/part/service, (b) replace them with substantially equivalent non-infringing products/goods/part/service acceptable to Evoqua, or (c) modify them so they become non-infringing with substantially equivalent performance acceptable to Evoqua. In the event that (a), (b), or (c), are not viable to the sole discretion of Evoqua, Evoqua reserves its rights at law and in equity, and at its option may return the infringing products/goods/part/service to Seller at Seller's expense and Seller promptly shall refund the purchase price to Evoqua.
20. **REMEDIES:** Unless expressly indicated otherwise, any right or remedy of Evoqua set forth in this Order shall not be exclusive, and, in addition thereto, Evoqua shall have all rights and remedies under applicable law, including, without limitation, injunctive and/or equitable relief. Without limiting the generality of the foregoing, the Parties agree that, whether as a result of breach of contract, warranty, tort (including negligence or infringement of intellectual property rights) or otherwise, Seller shall be liable for any special, consequential, incidental, indirect or exemplary damages relating to the products/goods, including, but not limited to, contractual liability of Evoqua to its customers, liability for property damage or personal injury, loss of profit or revenue, loss of use of the products/goods or any associated equipment, cost of capital, cost of substitute goods/products, facilities, services or replacement power, downtime costs or claims of Evoqua's customers or other third parties for such damages.
21. **INSURANCE:** Seller shall procure and maintain with respect to the subject matter of this Order, insurance coverage as is legally required and customary in Seller's industry and in amounts that a commercially prudent business person in Seller's industry would maintain, and shall name Evoqua as an additional insured, and Seller shall, prior to the commencement of work under this Order, provide evidence thereof. Such insurance shall include, without limitation, workmen's compensation insurance under applicable law for the location in which the services are performed or goods/products are manufactured,



comprehensive automobile liability coverage, public or general liability and property damage with adequate limits to cover Seller's liability arising directly or indirectly for work performed under the terms of this Order.

22. **RISK OF LOSS:** Risk of loss of all goods/products pursuant to this Order shall remain in Seller until receipt of such goods/products to Evoqua pursuant to the delivery terms.
23. **TITLE:** Title shall pass to Evoqua upon Evoqua's acceptance of goods/products pursuant to the delivery terms. If Evoqua makes progress payments, title to the goods/products shall be transferred to Evoqua as payments are made, and in the same proportions as the cumulative payments bear to the Order price. Seller shall also identify such goods/products as the property of Evoqua, unless Evoqua waives identification. Notwithstanding restrictive legends to the contrary, title to plans, drawings and specifications for goods/products shall be vested and remain with Evoqua and may be used by Evoqua for any purpose.
24. **NON-DISCLOSURES:** If Evoqua discloses or grants Seller access to any research, development, technical, economic or other business information or "know-how" of a confidential nature ("Confidential Information"), whether reduced to writing or not, Seller agrees, as a condition of receiving such Confidential Information, that Seller will not use or disclose any such Confidential Information to any other person at any time, except as may be necessary in the performance of this Order, without Evoqua's written consent. Seller shall use such Confidential Information only to perform this Order. Notwithstanding the foregoing, Evoqua shall bear no responsibility for errors or omissions in Evoqua's information. If NDA Agreement is applicable, the format of which will be shared separately and forms part of this Agreement.
25. **RELEASE OF INFORMATION/PUBLICITY:** Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the goods), or release any information concerning this Order or any part thereof or with respect to its business relationship with Evoqua, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order without Evoqua's prior written consent.
26. **PROPERTY FURNISHED TO SELLER BY EVOQUA:** All special dies, molds, patterns, jigs, fixtures, component parts and any other property ("Property") which Evoqua furnished to Seller or specifically pays for, for use in the performance of this Order, shall be and remain Evoqua's Property, shall be subject to removal upon Evoqua's instruction, shall be for Evoqua's exclusive use, shall be held at Seller's risk, and shall be kept insured by Seller and at Seller's expense while in its custody or control in an amount equal to the replacement cost, with loss payable to Evoqua. Seller will furnish copies of policies or certificates of insurance on Evoqua's demand. Seller will not create or allow to arise any

lien, claim or encumbrance by any third party against Property furnished or owned, including through progress payments made, by Evoqua. Seller shall execute CHG forms and a separate security agreement, as required by Evoqua, identifying Evoqua's security interests in such Property.

**27. ORDER INCONSISTENCIES AND CONFLICT RESOLUTION:** It is Seller's responsibility to comply with these and all referenced documents and to clarify with Evoqua any inconsistencies or conflicts in any parts of this Order, such as these provisions contained in this document, additional terms and conditions, general specifications, detailed specifications, etc. Should Seller fail to contact Evoqua to resolve these conflicts or inconsistencies, Seller will be solely responsible for errors resulting from conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.

**28. EQUAL EMPLOYMENT OPPORTUNITY:**

- (a) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants of employment, notices to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.
- (b) Seller will, in all solicitations or advertisements for employees placed by or on behalf of Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) In the event of Seller's noncompliance with the nondiscrimination clauses of this Order or with any of such rules, regulations or orders, this Order may be canceled, terminated, or suspended in whole or in part.

**29. EXPORT COMPLIANCE:** Seller warrants that it and its affiliates have not been, and are not currently debarred, suspended, prohibited or impaired from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining any product/goods, commodity, or technical data regulated by any agency of the government of India. Seller agrees to indemnify Evoqua for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities that may arise as a result of Seller's breach of this provision.

30. **APPLICABLE LAWS:** This Order shall be governed by, construed in accordance with, and all Dispute(s) (*defined herein below in clause 36*) shall be governed by the laws of India without regard to principles of conflicts of laws or the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Seller submits exclusively to the jurisdiction of the courts in the city of Chennai, India for the purposes of any action or proceeding arising out of or relating to this Order or the subject matter hereof. Seller warrants and agrees that it has complied, and will comply, with all central, state and local laws, codes, and regulations, as may be applicable to it.
31. **GIFTS/GRATUITIES:** Seller and Seller's agents and representatives warrant(s) that each has neither accepted nor provided gratuities of any kind from or to any employee of Evoqua in connection with the placement of this Order.
32. **WAIVER:** Evoqua's failure to insist on Seller's strict performance of the terms and conditions of this Order at any time shall not be construed as a waiver by Evoqua for performance in the future.
33. **SET-OFF:** Evoqua shall be entitled to set off any amount owing from Seller to Evoqua or to any of Evoqua's affiliated companies against any amount payable under this Order.
34. **BAR CODE SHIPPING LABELS:** Upon Evoqua's request, all shipment containers for goods/products to be delivered hereunder shall be labeled in accordance with Evoqua's Bar code Shipping Label Instructions. Seller shall submit example labels for approval within sixty (60) calendar days of said request.
35. **CONSENT TO SUBCONTRACTING:** No work contemplated hereunder may be subcontracted, outsourced or otherwise assigned by Seller without the prior written approval of Evoqua. By accepting this Order, Seller represents and agrees that it is not now nor will it become a party to any agreement, understanding, course of conduct or other commitment or activity with or to any third party that restricts or limits its ability to sell products/goods and services in accordance with this Order, to Evoqua or the prices or other terms and conditions by which those products/goods and services may be sold. Pursuant to the foregoing, Seller shall be solely responsible for the acts and omissions of the sub-contractor, in accordance with this clause 35, and Seller agrees that Seller will enter into necessary non-disclosure agreements for the purposes of this Order.
36. **DISPUES:** Neither Party shall be excused from the performance of its obligations under this Order during the pendency of any dispute or any consultations, alternative dispute resolution or litigation relating thereto. The Parties shall first endeavor and attempt to resolve any and all disputes, differences, claims, or controversies arising out of or relating to, or in connection with, this Order (hereinafter referred to as a "**Dispute**") through discussions between the representatives of both the Parties. If the Dispute is not resolved through such discussions within 30 (thirty) calendar days after either Party has served a

written notice on the other requesting the commencement of discussions between the representatives, then the Dispute shall be exclusively and finally determined by arbitration conducted in accordance with the arbitration rules of the Nani Palkhivala Arbitration Centre, Chennai (“**NPAC**”), in effect at the time of commencement of such arbitration (“**NPAC Rules**”). Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceeding commenced under this Order. The seat and venue of the arbitration shall be Chennai. The arbitration shall be conducted in English. The arbitration shall be conducted by 3 (three) arbitrators (the “**Arbitral Tribunal**”) appointed in the following manner:

- i. 1 (one) arbitrator shall be appointed by each Party; and
- ii. the arbitrators appointed in accordance with sub-clause 36(i) above shall jointly appoint the third arbitrator, who shall act as the presiding arbitrator; and the arbitration award shall be final, conclusive and binding on the Parties.

The pendency of arbitral proceedings shall not prevent either Party from claiming any interim relief from a court of competent jurisdiction.

37. **SEVERABILITY:** Any provision of this Order which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

38. **COMPLETE AGREEMENT:** This document and any Master Agreement (if applicable) executed by both Parties, and any attachments to this Order containing specifications or special terms and conditions, or any other documents mentioned on the face hereof, constitute the entire agreement between the Parties on this subject. All prior representations, negotiations, agreements or arrangements on this subject matter are superseded by these terms and shall not form a basis for interpretation of these terms. All amendments to these terms must be agreed to in writing by Evoqua.