

MPW STANDARD TERMS AND CONDITIONS - REV. 8 6/2/2021

MPW Industrial Water Services, Inc. ("MPW") provides the following Standard Terms and Conditions of Service ("Terms and Conditions"), which apply to all quotations and services ("Work") made or performed by MPW. All purchases by customer, owner, any subsidiary or affiliate, or their agents (all referred to as "Purchaser") are expressly limited and conditioned upon acceptance of the following Terms and Conditions, and no provision, printed or otherwise, contained in any order, acceptance, confirmation, or acknowledgement which is inconsistent with, different from, or in addition to these Terms and Conditions is accepted by MPW unless specifically agreed to in writing by MPW. Acceptance of Purchaser's orders by MPW is subject to verification of Purchaser's creditworthiness.

- 1. TIME LIMIT AND TERM.** All quotations of rates made by MPW are valid for a period of thirty (30) days, unless otherwise specified. These Terms and Conditions shall be evergreen and shall apply to all transactions between MPW and Purchaser unless different terms and conditions are agreed to in a writing signed by both MPW and Purchaser. In the case of MPW, any such signed writing must be signed by an officer in order to be effective.
- 2. RATES AND PAYMENT TERMS.** The rates for Work are set forth in MPW's quote and should be reflected in Purchaser's order. Rate increases may be based on demonstrated, industry wide increases in Work rates or on regional increases in MPW's costs. Unless otherwise specified, and as provided in the preceding sentence, the rates are subject to change at MPW's discretion upon thirty (30) days written notice. For clarity, it is recognized by Purchaser that MPW's rates apply to the entire duration of time that MPW's equipment is at Purchaser's site regardless of whether or not the equipment is used or any suspension or delay in operations. Purchaser shall make payment to MPW in net thirty (30) days after delivery of MPW's invoice to Purchaser. In the event Purchaser disputes any portion of any invoice, Purchaser shall give MPW written notice of such disputed portion within ten (10) days after Purchaser's receipt of such invoice and shall pay to MPW the undisputed portion of the invoice without delay. Once any disputed portion is settled, Purchaser shall pay the settled amount, if any, within the original payment timeframe, or if such original timeframe has already elapsed then payment shall be due immediately. If Purchaser fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of 10% per annum, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of these Terms and Conditions. Interest shall not be charged on any disputed invoice item that is finally resolved in Purchaser's favor.
- 3. TAXES.** Federal, state, or local indirect taxes, including but not limited to sales and/or use taxes, VAT taxes, GST taxes, transfer taxes or any similar tax are not included in the prices set forth herein. Purchaser is responsible for any taxes applicable to Work, except for taxes based on MPW's income or based on wages paid to MPW's employees.
- 4. WARRANTY.** MPW warrants that the Work will conform to the descriptions set forth in MPW's quote. In the event that Purchaser believes MPW has breached the warranties provided herein, Purchaser shall notify MPW in writing and MPW shall be given a reasonable time to cure the breach. **THIS WARRANTY DOES NOT APPLY TO ANY OF SUCH PRODUCTS, SUPPLIES AND MATERIALS WHERE DAMAGE HAS DEVELOPED FROM IMPROPER HANDLING OR USE BY PURCHASER OR THIRD PARTIES. THE COMBINATION OF SUCH PRODUCTS, SUPPLIES AND MATERIALS WITH ANY OTHER PRODUCT OR CHEMICAL, NOT EXPRESSLY APPROVED BY MPW SHALL AUTOMATICALLY CANCEL ANY WARRANTIES. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE IN CONNECTION WITH PERFORMANCE OF THE WORK, OR THE PRODUCTS, SUPPLIES AND MATERIALS USED IN CONNECTION WITH SUCH PERFORMANCE. MPW'S LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY IN ANY CAUSE OF ACTION WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE, ARISING OUT OF PERFORMANCE OF THE WORK IS EXPRESSLY LIMITED TO THE REPLACEMENT OF THE PRODUCTS, SUPPLIES, OR MATERIALS USED IN CONNECTION THEREWITH UPON THEIR RETURN TO MPW OR, AT MPW'S OPTION, TO THE ALLOWANCE TO PURCHASER OF CREDIT FOR THE COST OF SUCH ITEMS. FOR TREATMENT SERVICES, MPW IS RELEASED FROM ALL REPRESENTATIONS AND WARRANTIES (INCLUDING THOSE SET FORTH IN MPW'S QUOTE) IN THE EVENT THAT PURCHASER DOES NOT PROVIDE THE REPRESENTED QUALITY AND QUANTITY OF INFLUENT WATER. THE WARRANTY OFFERED HEREIN BY MPW FOR TREATMENT SERVICES SHALL LAST FOR THE DURATION OF THE WORK, OR, IN THE CASE THAT PURCHASER IS PURCHASING SPECIALLY DESIGNED EQUIPMENT FROM MPW UNDER A CAPITAL SALE SCENARIO, THE WARRANTY SHALL BE FOR A TERM OF 1 YEAR FROM THE DATE OF DELIVERY OF THE EQUIPMENT TO PURCHASER'S SITE. FOR THE RESALE BY MPW OF GOODS NOT MANUFACTURED BY MPW, THERE IS NO WARRANTY ON SUCH GOODS OTHER THAN TO THE EXTENT MPW CAN ASSIGN THE MANUFACTURER WARRANTY TO PURCHASER, AND A NINETY DAY WARRANTY ON ANY INSTALLATION PERFORMED IN RELATION TO THE SALE OF SUCH GOODS.** Purchaser acknowledges and agrees that MPW's performance under these Terms and Conditions involves only the industrial application of non-potable water to be used solely for industrial purposes. MPW shall not be liable to any party, including Purchaser, for the misuse or misapplication of water used in the performance of the Work.
- 5. CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.** MPW WILL NOT BE LIABLE FOR ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO CASE WILL MPW'S LIABILITY EXCEED THE AMOUNT PAID TO MPW BY PURCHASER FOR THE SPECIFIC WORK GIVING RISE TO SUCH LIABILITY.
- 6. INSURANCE.** Upon request, MPW can provide a certificate of insurance to Purchaser evidencing Workers' Compensation, Employer Liability, General Liability and Auto Liability coverages. Specific amounts of coverage will be outlined in the certificate, but are not less than as statutorily required. Purchaser's insurance shall include coverage for replacement costs of any damaged MPW property for which Customer may be liable under Section 12.
- 7. TERMINATION AND SUSPENSION.** Both MPW and Purchaser shall have the right to terminate or suspend any and all Work upon written notice to the other party if the other party is placed in bankruptcy, or if a receiver be appointed for its properties, if it makes an assignment for the benefit of creditors, or if it is violating any of the material conditions or agreements of these Terms and Conditions. However, Purchaser shall pay any increased costs incurred by MPW related to any suspension of Work by Purchaser to the extent such suspension is not due to the fault of MPW. MPW shall have the express right to terminate or suspend any and all Work if amounts due are continually late and/or not paid. In the case that Purchaser is purchasing equipment from MPW under a capital sale scenario, then any termination by Purchaser shall result in Purchaser paying any termination costs outlined in MPW's quote, or, if no termination costs are specified,

then Purchaser shall pay MPW for all costs incurred by MPW in the design, fabrication, or other efforts to build the equipment ordered by Purchaser.

- 8. CONFIDENTIALITY.** The parties hereto covenant and agree each with the other that any trade and other secret processes, information, data, or designs given, disclosed, or supplied by one to the other will at all times thereafter be kept confidential by such other party and such other party will not at any time thereafter disclose any such trade or other secrets, processes, information, data, and designs to any person, firm, or corporation whatsoever or whatsoever, except to the extent that the same is or are (a) part of the public domain; (b) in the prior possession or knowledge of the receiving party; (c) obtained by the receiving party from third parties as a matter of right and without restrictions as to disclosure; or (d) required to be disclosed to any federal, state or local court or agency, in which case, notice shall be given as soon as practicable to allow a party to dispute the required disclosure in such court or agency.
- 9. INTELLECTUAL PROPERTY RIGHTS.** There shall be no transfer of rights to, or interest in, any intellectual property as part of the Work or otherwise under these Terms and Conditions, regardless of the ability to patent or otherwise protect such intellectual property. Each party shall retain all right, title and interest in any documents, processes, know-how, trade secrets or other intangibles as the same were owned before this agreement went into effect. Further, each party shall retain all right, title and interest in any documents, processes, know-how, trade secrets or other intangibles developed by such party during the course of the Work or otherwise under these Terms and Conditions. Purchaser shall be allowed to keep copies of any reports or other documentation submitted to Purchaser by MPW that contains recommendations or other intellectual property created by MPW as part of the Work, but the same shall not be considered "work product" or "work made for hire" for purposes of determining ownership of, or any other rights to, the contents of such reports or documentation.
- 10. MUTUAL INDEMNITY.** Each party shall defend, indemnify, and hold harmless the other party from any and all losses and damages claimed by a third party in any action or proceeding, against the indemnified party alleging bodily injury (including death) or damage to property, or infringement or violation of any patent or other intellectual property right caused by the negligence or other wrongful acts or omissions of the indemnifying party, its employees and authorized agents during the performance of the Work, including any final monetary judgments, settlements, reasonable costs and reasonable attorneys' fees awarded therein. The party seeking indemnification shall: (a) provide the other party with prompt notice of the claim; (b) allow the indemnifying party to control the defense and settlement of the claim, provided, however, that the indemnifying party shall not agree to any injunctive relief or settlement that obligates the indemnified party to perform any obligation, make an admission of guilt, fault or culpability, or incur any expense, without such indemnified party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the indemnifying party.
- 11. INDEPENDENT CONTRACTOR.** MPW is an independent contractor for all purposes, without express or implied authority to bind Purchaser by contract or otherwise. Neither MPW nor its employees, agents or subcontractors are agents or employees of Purchaser, and therefore are not entitled to any employee benefits of Purchaser.
- 12. MPW'S PROPERTY IN PURCHASER'S POSSESSION.** All equipment and tools or any other property furnished to Purchaser by MPW or specifically paid for by MPW for use in the performance of the Work shall be and remain the property of MPW; shall be subject to removal at any time upon MPW's demand; shall be maintained in good order and condition and shall clearly be identified as the property of MPW. The Purchaser assumes all liability for loss or damage, including replacement costs, to such MPW property. The foregoing items in this Section 12 shall not apply to equipment purchased by Purchaser under a capital sale scenario. In the event MPW has raised concerns over damage that may be caused to MPW's equipment due to impending hurricanes, tropical storms, or other inclement weather, and Purchaser has declined to allow MPW to remove MPW's equipment from Purchaser's work site, then Purchaser will be responsible for securing and protecting MPW's equipment against damage and will be solely liable, and shall reimburse or otherwise compensate MPW, for any and all damage to MPW's equipment that is located on Purchaser's work site during any such hurricane, tropical storm, or other inclement weather. Purchaser's liability under the this section applies regardless of any insurance coverage that MPW may, or is required to, carry on such equipment. For clarity, MPW is not required to make or submit any claim for insurance coverage as a condition to Purchaser's obligation to reimburse or compensate MPW for such damage. Purchaser acknowledges and agrees that replacement costs are necessary since damaged equipment may no longer function properly and will need to be replaced in order to adequately compensate MPW.
- 13. MODIFICATION.** No change, modification, or waiver to any of these Terms and Conditions or to the scope of the Work identified in Purchaser's order will be binding and valid unless it is accepted in writing and signed by an authorized representative of both parties.
- 14. ASSIGNMENT.** This order may not be transferred or assigned by operation of law or otherwise, without the prior express written consent of the party not initiating the assignment. Any transfer or assignment of rights, duties, or obligations here under without such consent shall be void; and, shall result in the collection of all fees, expenses, and/or charges associated with such transfer or assignment.
- 15. GOVERNING LAW.** All claims, actions or other disputes arising out of the Work or these Terms and Conditions will be controlled by the laws of the State of Ohio, United States of America. Any dispute arising hereunder shall be the exclusive jurisdiction of the Franklin County, Ohio courts and the parties hereby submit to the personal jurisdiction of such courts and waive any argument of forum non-conveniens.
- 16. FORCE MAJEURE.** Neither MPW nor Purchaser shall be liable for delay or default due to Acts of God, accident, riot, strike, war (declared or otherwise), embargo or government interference.
- 17. HEADINGS.** The headings used throughout are for convenience only and will be disregarded for the purpose of construing and enforcing this agreement.