



## Ecolab Drape and Equipment Warranty and Other Policies

**Product and Service Warranties.** All Drapes, at the time of shipment to Customer, and Equipment (Drapes and Equipment are collectively the "Products") will meet Ecolab's standard written specifications then in effect and will be fit for the uses and purposes described in Ecolab's Product literature and all Ecolab services, at the time they are rendered, will be done in a good and workmanlike manner. As Customer's sole remedy, Ecolab will, in its reasonable discretion, either replace any Product (or re-perform any services) Ecolab determines did not meet this warranty at the time the Products were shipped to Customer (or at the time the services were rendered) or refund the purchase price paid by Customer for those Products (or services). This warranty does not apply to (i) damage resulting from misuse, neglect, accident or improper use of any of the Products by any person or entity other than Ecolab or (ii) any Product altered by any person or entity other than Ecolab. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. ECOLAB ALSO DISCLAIMS LIABILITY TO CUSTOMER AND ALL OTHERS FOR ALL CONSEQUENTIAL, INCIDENTAL, AND/OR SPECIAL DAMAGES CAUSED BY OR RELATED TO THE PRODUCTS AND SERVICES.**

**Indemnification.** With regard to third party claims, Ecolab will indemnify, defend, and hold Customer harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to bodily injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused by (i) Ecolab's breach of warranties given above or (ii) Ecolab's (or Ecolab's employees' or agents') negligent or intentionally wrongful acts or omissions. Customer must give Ecolab prompt written notice of any claim for which Customer intends to seek recovery from Ecolab. Customer may not settle, defend or litigate any claim for which Customer seeks or will seek indemnification from Ecolab without the prior written consent of Ecolab, and Ecolab will not be liable for any settlement or claim established against, or cost or expense incurred by, Customer without that prior written consent.

**INSURANCE.** Ecolab will carry and maintain Workers' Compensation insurance in statutory amounts, Comprehensive General Liability insurance in a minimum amount of \$5,000,000, combined single limit, and Automobile Liability insurance in a minimum amount of \$5,000,000, combined single limit. Ecolab, upon Customer's written request, furnish to Customer a memorandum of insurance evidencing this coverage.