

CUSTOMER RETURN POLICY – BRAZIL

1. Purpose and General Policy Statement

1.1. Ecolab values all customers, and our commitment to quality products and high-level service is supported by a fair and reasonable return policy that best serves the customer's interests while managing costs, safeguarding the return supply chain, and ensuring compliance with applicable laws.

1.2. This policy applies to all customers in Latin America effective September 1, 2025, and supersedes and invalidates all prior return policies. Ecolab reserves the right to update and amend any or all parts of this policy without prior notice.

1.3. For the purposes of this policy, Customer is defined as any party to whom Ecolab ships products or equipment. This does not include distributor partners shipping to their own direct customers. Product refers to anything sold by Ecolab, including services.

1.4. Returns are subject to a standard restocking fee, unless the return results from an Ecolab error.

1.5. Customers may contact their designated Ecolab sales representative or Ecolab Customer Service if they have questions regarding this policy.

2. Policy

2.1. RETURN AUTHORIZATION

2.1.1. A return authorization request must include the following information and must be pre-approved in writing by the customer's designated Ecolab sales representative or Ecolab Customer Service:

2.1.1.1. Original Ecolab order number or customer account number and customer purchase order number;

2.1.1.2. Specific items and quantity being returned (e.g., product number, equipment serial number);

2.1.1.3. Explicit reason for return;

2.1.1.4. Accurate customer contact information (name, phone, email).

2.1.2 Return authorization will **not** be granted for:

2.1.2.1. Damaged packaging – when refusal does not occur at the time of delivery;

2.1.2.2. Chlorine-based products – more than seven (7) calendar days after original delivery date;

2.1.2.3. All other products and/or equipment – when refusal does not occur at the time of delivery;

2.1.2.4. Customized equipment for the customer, without defect;

2.1.2.5. Product and/or equipment damaged or lost after leaving Ecolab, when transportation is under the customer's responsibility;

2.1.2.6. Product contaminated at the customer's facility due to customer negligence or intent;

2.1.2.7. Product with opened container, including partial cases;

2.1.2.8. Product and/or equipment not in resalable condition;

2.1.2.9. Product and/or equipment damaged due to misuse, mishandling, negligence, or environmental factors;

2.1.2.10. Product and/or equipment valued at less than USD 100 per original purchase order, when due to customer error.

2.2. REFUSED DELIVERY

2.2.1. When the Customer refuses delivery of any order containing marketable items, the carrier will return such items in accordance with Ecolab's instructions. The customer will receive credit, less Ecolab's standard restocking fee and any applicable costs, such as disposal fees.

2.3. ORDER CANCELLATION

2.3.1. Order changes or cancellations must occur prior to order processing. The customer will receive credit, less Ecolab's standard restocking fee and any applicable costs, such as disposal fees.

2.4. DAMAGE OR LOSS IN TRANSIT

2.4.1. Customers must thoroughly inspect all items for shipping damage prior to accepting delivery. Credits will only be granted if damage is identified and reported to the designated Ecolab sales representative or Customer Service *at the time of receipt*. Ecolab's responsibility for loss or damage ends once delivery is accepted, and no credit will be issued thereafter. Customers are responsible for safe disposal in compliance with all legal and regulatory requirements, in addition to any handling and disposal costs incurred by Ecolab. Such costs may be recovered through invoicing to the customer.

2.4.2. When transportation of products and/or equipment is the responsibility of the *Customer*, the customer bears sole responsibility for transit-related damage or lost returns.

2.4.3. When transportation is handled by an Ecolab-contracted carrier, Ecolab's carrier is responsible for transit-related damage or lost returns

2.5. HANDLING AND DISPOSAL OF RETURNED PRODUCT

2.5.1. Customers may not return products to Ecolab unless specific products are pre-authorized in writing by Ecolab for return. If a customer holds products that cannot be returned to Ecolab under this policy, the customer remains responsible for proper handling and/or disposal. Ecolab recommends customers use products for their intended purpose, but in cases where customers choose disposal, products must be repackaged, shipped, and discarded in compliance with all municipal, state, and federal laws and regulations. Customers shall indemnify and hold Ecolab harmless from any damages or liabilities arising from failure to comply with such laws and regulations.

2.5.2. For permitted product returns under this policy, where Ecolab bears responsibility for disposal, Ecolab will arrange safe handling.

2.5.3. Ecolab will not accept or dispose of any non-Ecolab product (e.g., competitor products) from customers.

2.6. DROP SHIPMENTS OR TRIANGULATED DELIVERIES

2.6.1. "Triangulated" delivery occurs when Ecolab procures product and/or equipment from a third party and ships it directly to an Ecolab customer from such third party.

2.6.2. Returns of direct shipments will only be accepted under the original supplier's return acceptance criteria and must be processed directly with the original supplier.

2.6.3. Customers will receive credit for products in acceptable condition, as determined by the supplier's inspection process, less Ecolab's standard restocking fee, and may be subject to additional reductions under the supplier's return policy, if exceeding Ecolab's restocking fee.

2.7. PACKAGING CONDITIONS AND PREPARATION FOR RETURN PICKUP

2.7.1. Returns must be properly prepared for transport in compliance with applicable shipping regulations and must clearly display the return authorization number. Ecolab may charge customers for costs incurred due to customer error.

2.8. ADDITIONAL CONDITIONS

2.8.1. Any return sent by the customer to Ecolab without prior authorization will be refused, and Ecolab shall not be liable for transportation costs arranged by the customer.

2.8.2. Only items listed on the return authorization request will be accepted. No credit will be issued for additional items, and customers may be held responsible for handling and disposal costs incurred by Ecolab.

2.8.3. Compliance of the product and/or equipment with Ecolab's return acceptance criteria will be inspected upon return.

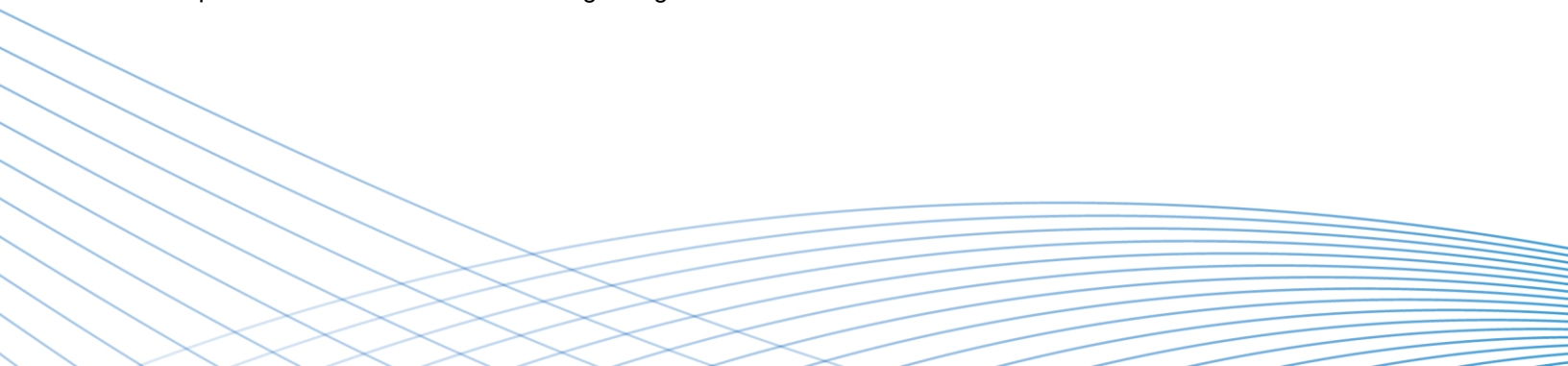
2.8.4. Following inspection, credit requests may be reduced or denied as appropriate, if the Customer is deemed responsible, including additional disposal costs.

2.8.5. Unless otherwise agreed, credits - less applicable restocking fees or other charges - will be issued in the same form as the original invoice payment and only after all inspections and handling are complete.

2.8.6. Ecolab reserves the right to charge customers for errors attributable to them under this policy. Examples include products and equipment ordered incorrectly, refused at delivery, or not canceled in time to stop delivery.

2.8.7. Fees are intended to cover a portion of the return freight and associated maintenance costs incurred by Ecolab. This fee is calculated based on the total invoiced cost of items returned.

2.8.8. Other reasonable fees may be charged at Ecolab's discretion, including, but not limited to, disposal costs and additional handling charges.



SALES CREDIT CRITERIA

25% Restocking Fee	Ecolab may accept returns resulting from the Client's liability, applying a Restocking Fee. By way of example, including but not limited to, the following practical cases: - Order cancellation while in transit; - Order refused without any justification accepted by Ecolab; - Communication failure (e.g., change of client address, incorrect client data, unjustified order entry); - Failure in issuing the Purchase Order (e.g., incorrect registration data); - Duplicate orders; - Business closure not communicated in advance (e.g., closure of headquarters and/or branch); - Unsubstantiated quality complaints; - Tampered product; - Shelf-life (minimum required expiration date) not informed in advance by the client; - Sales value < USD 100; - Customized equipment; - Receipt of unsolicited products/orders (whether consumed or not); - Damages or losses caused by the client's carrier.
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