

TERMS AND CONDITIONS OF SALE
KIDDE-FENWAL, INC. ("SELLER")

SELLER'S OFFER TO SELL, AND ITS ACCEPTANCE OF PURCHASER'S PURCHASE ORDER, IS EXPRESSLY CONDITIONED UPON ACCEPTANCE BY PURCHASER OF THESE TERMS AND CONDITIONS. (PURCHASER WILL BE DEEMED TO HAVE ASSENTED TO ALL THESE TERMS AND CONDITIONS IF IT ACCEPTS ANY PART OF THE DESCRIBED GOODS.) ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER OR IN ANY OTHER CORRESPONDENCE SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

1. WARRANTY AS TO GOODS - Seller hereby warrants for the applicable warranty period that the goods delivered hereunder will be free from defects in material and workmanship and will conform to the specifications on the front of this form starting at the date of purchase. Seller reserves the right to repair or replace products returned under the applicable warranty. The applicable warranty period for goods sold by the Seller is as follows:

Product Type	Product Description	Product Code	Warranty Period
Mechanical Controls	THERMOSWITCH temperature controllers; Snap Disc thermostats; DETECT-A-FIRE, Unit Fire Detector;	01, 03, 07, 08, 11, 12, 34	24 months from date of manufacture
Gas Ignition Controls	Series 35-40; 35-5X; 35-6X; 35-7X; 35-8X; 35-9X	35	36 months from date of manufacture
Electronic Controls	Continuous Fire Detection (CFD)	25	12 months from date of manufacture
Accessories	Electrodes, Harnesses and Cables	05, 22	24 months from date of manufacture

Seller's liability or obligation pursuant to this warranty does not extend to any goods or parts thereof which have been (a) furnished by Purchaser or obtained from other manufacturers or suppliers at Purchaser's request or to Purchaser's specifications, (b) installed, operated, maintained, refilled, repaired, or altered improperly or otherwise than in conformity to Seller's applicable instructions, (c) maintained, refilled, repaired, or serviced by anyone other than an authorized distributor/dealer of Seller or (d) subject to misuse, accident or neglect. Seller assumes no responsibility or liability for the adequacy of any design, specification, drawing, or material furnished or specified by the Purchaser. Warranty claims shall be made to the Seller within 30-days of the alleged defect. The claim shall be made in the form of a Return Material Authorization number assigned by the Seller. It shall be the sole responsibility of Purchaser to verify with Seller whether a particular party is an authorized distributor/dealer of Seller prior to engaging such party to perform maintenance, refill, repair or service on any goods or parts provided hereunder.

2. WARRANTY AS TO INSTALLATION - Seller has no responsibility for, and will not perform, installation of the goods delivered hereunder. Seller gives no warranty as to installation.

3. DISCLAIMER OF WARRANTIES - SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS DELIVERED HEREUNDER, NOR IS THERE ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, EXCEPT FOR THE WARRANTY CONTAINED IN PARAGRAPH 1 ABOVE.

4. LIMITATION OF REMEDIES AND LIABILITY - Purchaser's exclusive remedy against seller for any breach of or default under this contract (including any breach of warranty), any act or omission of seller (including its negligence), or any defect in any goods ordered or delivered hereunder (including under strict liability in tort and breaches by reason of alleged patent infringements) shall be, at the Seller's option, (a) the repair or replacement of goods with respect to which claims are made or (b) the refund of the purchase price for such goods, less a reasonable charge for any actual use thereof which has been made by the Purchaser. Any claim by Purchaser against Seller will be invalid, unless made in writing within the following time periods: (i) all claims for breach of the warranty in Paragraph 1 above must be made in writing within 30 days after the alleged defect becomes or should have become apparent to the Purchaser and prior to the expiration of the applicable warranty period; (ii) all claims for shortages must be made in writing within 10 days after receipt of the goods in respect of which any such shortage is claimed, and must be accompanied by Seller's packing slip or a photostatic copy thereof; and (iii) all other claims must be made within 30 days of receipt by Purchaser of the goods delivered hereunder. If the Seller so requests, the Purchaser must either permit Seller to inspect the goods, or if the goods have not been installed, return to the Seller any goods with respect to which any claims are made (free and clear of all encumbrances) in accordance with the Seller's shipping instructions and with shipping charges prepaid; provided that Seller will reimburse Purchaser for reasonable shipping charges actually incurred by the Purchaser at the request of Seller if it is found that any such returned goods failed to comply with the warranty set forth in Paragraph 1 above. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY OTHER PERSON (A) FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR (B) FOR DIRECT DAMAGE, OTHER THAN AS EXPRESSLY SPECIFIED IN THE FIRST SENTENCE OF THIS PARAGRAPH 4. SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY PURCHASER FOR THE GOODS SOLD HEREUNDER.

5. TERMS OF PAYMENT – Unless otherwise stated or agreed in writing by Seller, payment with respect to goods ordered is due 30 days following invoice by the Seller. Payment shall be made in the form of check, wire or irrevocable letter of credit. In no event will cash be accepted. All indebtedness outstanding after the date due shall bear interest at the rate of 1-1/2% per month or the highest rate permitted by applicable state law, whichever is less. Purchaser shall reimburse Seller for its reasonable costs and expenses, including without limitation attorney's fees, incurred in connection with the institution of legal proceedings to collect any past due indebtedness hereunder.

6. RETURNS - Goods may be returned only with the prior written authorization of Seller in its sole discretion and subject to such restocking fee as the Seller may establish; it being understood, without limiting the generality of the foregoing, that custom-ordered goods may never be returned. Seller will refuse to accept any goods returned to it without a valid Returned Material Authorization number assigned by Seller. All goods returned to Seller must be shipped with shipping charges prepaid.

7. CANCELLATIONS; DEFERRED ORDERS; STORAGE – Purchase Orders may be modified or amended within 10 business days of original order acknowledgement. Changes may result in adjustments to original acknowledgement dates. Orders may be canceled by Purchaser prior to shipment by at least 45 days prior notice, subject to a cancellation charge as determined by Seller in its sole discretion. Orders may be deferred or modified prior to shipment by at least 45 days prior notice, subject to such revision in price or charge for work already in progress as may be determined by Seller in its sole discretion. In addition, Seller may place in storage goods for which (a) an order has been deferred by the Purchaser or (b) shipment is delayed by Purchaser's inability or unwillingness to receive the goods. Such storage by the Seller shall be for Purchaser's account at Purchaser's expense and the goods so stored shall be at Purchaser's risk while stored, notwithstanding anything to the contrary in Paragraph 9. The Seller shall be entitled to invoice the Purchaser when Seller is ready to ship the goods, if there is a delay in shipment as herein provided.

8. DELIVERY AND FORCE MAJEURE - Shipping dates are estimates only, and Seller in no way guarantees that ordered goods will be shipped in accordance with estimated shipping schedules. Without limiting the generality of the foregoing, Seller may delay delivery of goods without any liability therefor as a result of any delay caused by events outside Seller's reasonable control that would in any way impair Seller's ability to deliver the goods in the quantities ordered at the prices quoted. If delivery is thus delayed for more than 60 days, either Purchaser or Seller may (by notice) cancel an order without liability therefor with respect to any goods remaining undelivered, provided that the remaining provisions of this contract shall remain unaffected.

9. SHIPMENT AND TITLE - Seller may make partial shipments. (All shipments made by Seller shall be F.O.B. Ashland, Massachusetts. Seller shall select the method of transportation and route of any shipment. Purchaser pays all freight costs in addition to the price.) Purchaser is responsible for addressing lost or damaged shipments with the shipper. Title to all goods sold hereunder, and, except as provided in Paragraph 7 hereof, risk of loss or damage thereto, shall pass to Purchaser at the F.O.B. point.

10. INDEMNIFICATION - Purchaser will forever defend, indemnify and hold harmless Seller from and against any and all claims, losses and expenses (including without limitation, reasonable attorneys' fees), on account of any injuries or deaths of any person (including Purchaser's employees) or damage to any property arising from Purchaser's use, unloading, handling or storage of the goods sold hereunder, except to the extent that such damages are attributable to the Seller's gross negligence or willful misconduct.

11. GOVERNING LAW - This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

12. NON-WAIVER - Failure by either party to exercise any of its rights under this contract upon one occasion shall not be a waiver of its right to exercise the same rights on another occasion.

13. SEVERABILITY - All provisions herein are severable and unenforceability of any one provision shall not affect the validity of any other provisions hereof.

14. GOVERNMENT PROCUREMENTS – Seller offers standard commercial equipment. This standard commercial equipment may not comply with any U.S. Government specifications. Seller shall have no responsibility for ensuring such compliance. Seller supplies standard commercial pricing information. Seller does not comply with the Cost Accounting Standards (CAS) or the Federal Acquisition Regulations (FAR). In no event shall Seller provide any Cost or Pricing Data in connection with this contract or subsequent contract modification.

15. INTELLECTUAL PROPERTY RIGHTS- "Industrial" or "Intellectual Property Rights" means rights in patents, utility models, trade or service marks, trade names, copyrights (including rights in computer, firmware, software and databases) and moral rights, design rights, inventions, discoveries, confidential information, rights in know-how, and rights to all or any other industrial or intellectual property, in any format now known or hereafter devised, whether or not registered or capable of registration including, where the context allows, applications for the grant of any of the foregoing and the right to apply for any of the foregoing, and all rights or forms of protection having an equivalent or similar effect to any of the foregoing which may now exist or are hereafter created in any part of the world ("IPR"). All IPR in products, designs, documentation, data, processes, methods, and other Intellectual Property that is owned, claimed, designed, developed, generated, or produced by Seller in connection with this Agreement will be and remain the sole and exclusive property of Seller and will not be deemed to be "works made for hire" or "commissioned works." without limiting the foregoing, Seller reserves the right to use such items for others, and to license the use of such items to others.

16. SOFTWARE LICENSE - "Software" shall mean any proprietary software of Seller provided for the ordinary operation of the Seller products, any optional software to enhance the operation of the Seller products and any upgrades or revisions of the same provided by Seller in fulfillment of this order or at Purchaser's request in relation to Seller products. Purchaser is granted a limited license for any Software and related user documentation delivered by, Seller whether as part of any product or provided separately.

This limited license allows Purchaser to: a) use the Software and user documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with the particular Seller products intended for use with such software as supplied by, Seller and b) in accordance with the terms of any end user license agreements or other license terms and conditions that may be included with the Software. Purchaser may not distribute copies of Software or documentation to others. Purchaser may not decompile, reverse-engineer, disassemble, or otherwise reduce the Software to human-perceivable form or create derivative works.

17. NUCLEAR INDEMNITY - To the extent that Seller's goods will be used in a nuclear facility, Purchaser hereby releases and agrees to save Seller and its subcontractors and vendors harmless from claims, liability, or exposure occasioned by injury to, or death of any person, or loss of, damage to or loss of use of property caused by, or arising, in any manner, out of a "nuclear incident", as defined in the Atomic Energy Act of 1954 as amended, whether alleged to arise out of breach of contract, tort (including negligence), warranty, strict liability, or otherwise. Purchaser shall, at its cost, secure and maintain in force insurance protection (in which Seller and its subcontractors and vendors by name or description are additional insured or beneficiaries of waivers of subrogation) against liability or loss arising out of or arising from a nuclear incident (as defined above), including the following:

- a. Nuclear property and liability insurance of the type issued by American Nuclear Insurers (ANI) or equivalent insurance, in the maximum obtainable amounts and in such form as shall meet the financial protection requirements of the Nuclear Regulatory Commission pursuant to Subsection 170(b) of the Atomic Energy Act of 1954, as amended.
- b. A government indemnity agreement with the Nuclear Regulatory Commission pursuant to Subsection 170 (c) of the Atomic Energy Act of 1954, as amended.

The insurance and indemnities required above shall be maintained in effect as to each unit on the site from the day nuclear fuel is first shipped to the site at which such unit shall be located and shall continue in effect, to the extent the same is available, for so long as such unit is operated or there is any chance of a nuclear incident.

18. EXPORT CONTROL - Purchaser agrees to conduct its operations under this Contract and perform all its responsibilities in full compliance with export and other foreign trade controls under any applicable United States (U.S.) laws restricting sales or transfers to other countries or parties of commodities, software, technology, or technical data. Any other provision of this Contract to the contrary notwithstanding, Purchaser agrees that no commodities, software, technology, or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in full compliance with all applicable laws, including all relevant U.S. government requirements. In addition, Purchaser shall comply with all applicable laws, including U.S. government requirements, governing the transfer of information and items to U.S. embargoed and sanctioned countries and denied and restricted parties. Any violation of this section, as determined solely by Seller, shall be deemed a material breach of this Contract.

19. COMPLIANCE WITH LAWS - Purchaser represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the Materials, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

20. COMPLIANCE WITH UTC CODE OF ETHICS. Purchaser acknowledges having read and understood the requirements and principles of the UTC Code of Ethics (available at <http://www.utc.com/Governance/Ethics/Code-of+Ethics>) and policies relating to business practices, including but not limited to compliance with policies governing Improper Payments, Money Laundering Prevention, Trade Control Compliance, Competition Law Compliance and Working With Governments that are a fundamental part of, and incorporated into, this contract of sale. Purchaser represents and warrants it shall comply with the UTC Code of Ethics and policies or (ii) maintain its own code that satisfies the principles and expectations set forth in the UTC code of Ethics,

21. SANCTIONS AND SCREENINGS. Either Party shall have the right to cancel the purchase order without penalty, in the event screening checks produce negative results or a Sanction is imposed by a governmental body or competent authority upon a third party directly or indirectly or that otherwise has the effect of prohibiting the invoking Party from performing its obligations under the purchase order, and Seller or Buyer is/are unable to obtain appropriate government authorization to proceed in light of such Sanction within thirty (30) days of the expected delivery date as agreed to within the purchase order. In no event shall Liquidated Damages or Consequential Damages apply due to such Sanction. For purposes of this Article 21, a "Sanction" is defined as: a trade or economic embargo; a blocking or freezing of funds or economic resources; prohibitions on dealing in such funds or economic resources; prohibitions on the export, re-export, or transfer of goods or technology, or the provision of services; prohibitions on transfers of funds; travel restrictions or prohibitions; or any other trade or financial restriction as imposed by the authorized governmental body or competent authority.