

## 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. **Except for Goods listed below, the applicable warranty period for Goods sold by the Seller is 36 months from date of shipment.**

The applicable warranty period for **Vehicle Systems products** shall be **18 months** from the date of shipment.

The applicable warranty period for **Xtralis-VESDA air sampling detection products** shall be **24 months** from the date of shipment.

The applicable warranty period for **Low Pressure C02 Tanks** shall be **12 months** from the date of shipment.

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. The warranties contained herein for Seller's Goods and Services are subject to the Seller's intended use of such Goods and Services, which means that systems purchased from Seller must include all system components as defined in the Seller's manuals. Therefore, Purchaser shall purchase complete systems from Seller, which may be on a single Order or on multiple related sales Orders. For the avoidance of doubt, pipes and fittings, wiring, conduits and certain electrical boxes are not considered system components. Interfacing and mixing of components not sourced from Seller with Seller's components to complete any system as defined in Seller's manuals shall be considered a misapplication of Seller's product. Such misapplication voids all warranties, expressed or implied. Seller expressly disclaims all responsibility and liability towards its authorized distributors, end users, and any other third parties for any losses or damages (including direct and indirect damages) arising from Purchaser's intermixing of any non-Seller components not specifically referenced in Seller's manuals. 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 SERVICES** - Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices by competent personnel. In the event that any services fail to comply with the foregoing standard within a ninety (90) day period from the date such services are completed, Seller will, at its option, provided it is promptly notified in writing upon the discovery of such failure, either re-perform such non-complying services at no additional charge or refund to Purchaser all fees theretofore paid by Purchaser with respect to such non-complying services. The foregoing remedies are the exclusive remedies for any breach of Seller's services warranty.

**3. DISCLAIMER OF WARRANTIES** - THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**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 AND PRICES** - Subject to approval, payment with respect to Goods for domestic orders shipping to USA or Canada shall be due 30 days following invoice by the Seller. For international orders outside North America, unless approved otherwise, terms of payment shall be by satisfactory irrevocable letter of credit or advance payment prior to shipment as Seller may elect. 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. Notwithstanding Seller's acknowledgment of a purchase order, Seller reserves the right to increase its prices and/or levy relevant surcharges, and Purchaser shall pay any such increases, to compensate for variations in labor, materials, currency exchange, import surcharge, excise duty, air and ocean freight charges or other costs between the date of the purchase order, quotation or tender and the date of shipment.

**6. TAXES** - The price for the Goods purchased does not include sales, use, excise or similar taxes, whether federal, state or local. Unless otherwise specifically provided, the amount of any such taxes applicable to the Goods shall be paid by Purchaser in the same manner and with the same effect as if originally included in the purchase price. When Seller has the legal obligation to collect such taxes, the appropriate amount shall be added to Purchaser's invoice and paid by Purchaser unless and until Purchaser provides Seller with a valid tax exemption certificate authorized by the appropriate taxing authority.

**7. 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. "Custom-ordered" or "Custom Goods" are defined as Goods which have been purchased specifically for a given Order, including non-standard Goods that are not listed on Seller's current company price lists at the time the return is requested, unique customer-configured products, or custom original equipment manufacturer ("OEM") products. 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.

**8. CANCELLATIONS; DEFERRED ORDERS; STORAGE** - Notwithstanding Seller's acknowledgment of a purchase order, fulfillment of a purchase order is subject to final approval by Seller, and prior to shipment Seller may in its sole discretion, cancel any purchaser order, or part thereof, for any or no reason. In the event of a shortage of supply or other relevant reasons, Seller reserves the right to limit supply of Goods among orders in its sole discretion. For non-Custom Goods only, where Seller has increased the price of those non-Custom Goods on a given Order, Purchaser may cancel such Order (or relevant part of the Order) within 5 business days of written notification of such price increase by Seller. For other cases involving non-Custom Goods, 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. For the avoidance of doubt, Custom-ordered Goods Orders cannot be cancelled by Purchaser - they can only be deferred or modified. 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.

**9. EXCUSABLE DELAY** - 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 therefore 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 written 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.

**10. SHIPMENT AND TITLE** – Seller reserves the right to make partial shipments, and can invoice Purchaser for such partial shipment. Shipments located in Seller's warehouse are not considered to be on shipment hold unless Seller advises Purchaser of a shipment hold in writing. All shipments made by Seller shall be Ex Works, which means the point at which Goods are made available to Purchaser, hereinafter "EXW", (Incoterms® 2010) at Seller's Factory, Ashland, Massachusetts, or Seller's designated EXW point (e.g., Seller's warehouse), unless shipped directly from a vendor's warehouse or otherwise noted by Seller on the relevant shipping documentation. Seller may select the method of transportation and route of any shipment unless the parties agree otherwise in writing. Purchaser pays all freight costs in addition to the price of Goods. 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 EXW point. FOR THE AVOIDANCE OF DOUBT, PURCHASER IS RESPONSIBLE FOR OBTAINING ADEQUATE INSURANCE COVERAGE FOR THEIR GOODS IN TRANSIT – THIS INCLUDES CONSULTING WITH AN INSURANCE BROKER/PROFESSIONAL AS NEEDED TO ENSURE ADEQUATE COVERAGE. Because title and risk of loss pass to Purchaser at the EXW point, Purchaser is responsible for addressing lost or damaged shipments with the shipper, which includes liaising with the relevant insurance carriers.

**11. 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.

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

**13. 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.

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

**15. 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.

**16. 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.

**17. 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

**18. 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.

**19. 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.) or international 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. It shall be the responsibility of Purchaser to inform Seller of all parties to the transaction including end-user, the country of the ultimate destination and the application or end-use. Any violation of this section, as determined solely by Seller, shall be deemed a material breach of this Contract.

**20. 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 20 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.

**21. 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. Further, Purchaser specifically agrees to comply with all relevant environmental regulations as they apply both in the United States of America and in whatever subject jurisdiction Purchaser may be importing Goods and/or materials into. For example, Purchaser agrees to maintain and share with Seller all necessary documentation relating to HFCs/greenhouse gases for reporting purposes under U.S. law, and any other applicable environmental regulations.

**22. AUDIT** - Notwithstanding any provision to the contrary, Seller agrees, upon reasonable request, to substantiate that Seller's billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to the Purchaser on a time and material basis or to the extent required by law. Seller is not required to provide other audit privileges to Purchaser.

**23. COMPLIANCE WITH CARRIER CODE OF ETHICS.** Purchaser acknowledges having read and understood the requirements and principles of the Carrier Code of Ethics (available at [https://www.corporate.carrier.com/Images/Carrier\\_Code\\_of\\_Ethics\\_03242020\\_tcm558-76502.pdf](https://www.corporate.carrier.com/Images/Carrier_Code_of_Ethics_03242020_tcm558-76502.pdf)) 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 (i) comply with the Carrier Code of Ethics and policies or (ii) maintain its own code that satisfies the principles and expectations set forth in the Carrier code of Ethics.

(Kidde Fire Systems 2022 Rev EA)