



Standard Terms & Conditions of Purchase

Effective July 1, 2024

Belgium

The Netherlands

Luxembourg



ARTICLE 1: DEFINITIONS

GTCP: these general terms & conditions of procurement

The Client:

- Climate & Controls Benelux B.V. with registered offices at Papendorpseweg 83, Utrecht, Netherlands and CoC number: 28023950 and its branches;
- Carrier Reefers & Gensets B.V. with registered offices at Waalhaven Oostzijde 85, 3087 BM Rotterdam, Netherlands and CoC number: 24231340 and its branches;
- Carrier Transicold Container Products B.V. with registered offices at Waalhaven Oostzijde 85, 3087 BM Rotterdam, Netherlands and CoC number: 24372595 and its branches;
- Carrier Transicold Netherlands B.V. with registered offices at Waalhaven Oostzijde 85, 3087 BM Rotterdam, Netherlands and CoC number: 24279978 and its branches;
- Carrier Transicold Ltd., a branch (000007268459) with registered offices at Waalhaven Oostzijde 85, 3087 BM Rotterdam, Netherlands and CoC number: 24137858;
- DTKO BV with registered offices at Galvanibaan 5, 3439 MG, Nieuwegein, Utrecht, NL, 3439 MG, Netherlands and CoC number: 24320339 and its branches;
- Sensitech EMEA B.V. with registered offices at Warmonderweg 11, 2171 AH, PO Box 270, 2170 AG, Sassenheim, Netherlands and CoC number: 28067704 and its branches;
- TRS Transportkoeling B.V. with registered offices at De Scheysloot 71, 2201 GN Noordwijk, Netherlands and CoC number: 34063919 and its branches;
- Viessmann Nederland B.V. with registered offices at Lisbaan 8, LN Capelle a/d IJssel, NL-2908, Netherlands and CoC number: 24157942 and its branches;
- Carrier Transicold Belgium B.V. with registered offices at Koralenhoeve 8a, 2160, Wommelgem, Belgium and CoC number: 0431.526.670 and its branches;
- Riello NV with registered offices at Leopoldstraat 114, Ninove, 9400, Belgium and CoC number: 0408401870 and its branches;
- Safety Solutions Belgium with registered offices at 3, De Kleetlaan, Diegem, 1831, Belgium and CoC number: 1009.762.575 and its branches;
- Viessmann Belgium BV (ehemals Viessmann Belgium BVBA) with registered offices at Hermesstraat 14, Zaventem (Nossegem), B 1930, Belgium and CoC number: 402475962 and its branches.

The Client is a group entity (or branch) of Carrier Global Corporation (“Carrier”).

The Contractor: any legal person and/or natural person that makes written agreements with the Client. Agreement: arrangements established in writing between the Client and the Contractor. Performance: the delivery of goods, supply of services or the execution of activities.

Delivery of Performances: supply (goods and services) or delivery (work) of Performances.

Client PD: involves all types of information or data belonging to the Client, which relates to an identified or identifiable natural person; which is subject to laws and regulations concerning the protection of Personal data and which is supplied to the Client and or its agents, representatives or sub-contractors when the Agreement is being carried out.

Legislation concerning the protection of Personal data is defined as applicable national, federal, regional and provisional laws concerning data privacy, the protection of personal information or data and the cross-border transfer of personal information or data, including but not restricted to, laws and guidelines of member countries of the European Union which are assumed to replace the GDPR, as well as the laws and guidelines of the United States, including the California Consumer Protection Act (CCPA).



ARTICLE 2: APPLICABILITY

2.1. These GTCP apply to all agreements where the Contractor supplies Performances to the Client, as well as all offers made by the Contractor and all requests for quotes and assignments made by the Client.

2.2. The general sales terms & conditions of the Contractor will not apply, irrespective of the name they have been given.

ARTICLE 3: REALISATION OF THE AGREEMENT

3.1. Quotes submitted by the Contractor are deemed to be irrevocable and valid for at least 30 days, unless the non-binding nature of the quote is explicitly specified in writing. All costs associated with compiling the quote must be paid by the Contractor.

3.2. Assignments will only be binding for the Contractor if they have been issued by the Client in writing and confirmed in writing by the Contractor within fourteen (14) days of the date of the assignment. By confirming this assignment, the Contractor also confirms agreement with these GTCP. If the Contractor carries out a Performance or makes accompanying preparations before the assignment has been issued in writing, this will be done at his own expense and risk.

3.3. The Client retains the right to withdraw the assignment if the Contractor does not confirm the assignment within the stipulated period. If the Contractor confirms the assignment after modification or other changes, these modifications will be deemed invalid unless they are explicitly approved in writing by the Client.

ARTICLE 4: EXECUTION OF THE AGREEMENT

4.1. The Agreement must be executed in the manner, and at the time, mentioned in the Agreement. The deadlines are always binding and the Contractor will be in breach if any deadline is not met. If a deadline is not met, and the situation is not resolved within 8 days of notification of breach, the Contractor must pay an immediately claimable sum equivalent to 10% of the assignment value and the Client will be entitled to terminate the Agreement without in any way prejudicing any of the Client's other rights, such as obtaining full compensation for all incurred damage.

4.2. The Contractor must execute the Assignment using appropriate materials and by deploying enough qualified personnel and/or third parties. The Contractor will at all times remain responsible for the deployed equipment, personnel and/or third parties.

4.3. The Contractor cannot transfer or tender the whole Assignment or part of it to a third party, unless prior written consent has been obtained from the Client. Such consent will not release the Contractor from his obligations and will not alter the Contractor's liability for the actions of parties he has involved in the execution of the Assignment.

4.4. Delivery of more or less than the ordered quantity or partial delivery is not possible, unless explicitly agreed otherwise in writing.

4.5. 'Delivery' also includes the supply of all accompanying accessories and all accompanying documentation, such as, but not restricted to, drawings, quality, inspection and guarantee certificates, instruction booklets and user manuals.

4.6. Goods will be delivered free of charge to the agreed address, unless explicitly agreed otherwise in writing.

4.7. Delivery of a Performance will be completed once the Performance has been approved by the Client. 4.8. The Contractor is an independent party and can never be regarded as an employee or agent of the Client.



ARTICLE 5: INSPECTION

5.1. The Client retains the right to reject Performances within a period of thirty (30) days of Delivery, if the Performances are not in keeping with the Agreement. If Performances are rejected, the Client will store the rejected Performances at the expense and risk of the Contractor.

5.2. If Performances are accepted by the Client, this will not release the Contractor of his liability towards any visible or concealed shortcomings in the Performances which have not been detected during the inspection by the Client. In addition, inspection does not release the Contractor of any other obligations, like, but not restricted to, those under article 9.

5.3. If, after consultation with the Contractor or based on other circumstances, it can be reasonably demonstrated that the Contractor cannot or will not be able to replace or repair the faulty Performance, or will only be able to do so partly or at a later time, then the Client will be entitled to immediately terminate the Agreement with the Contractor without prejudicing any of the Client's other rights, including the right to compensation.

ARTICLE 6: PACKAGING AND TRANSPORT

6.1. Goods must be packaged so they reach their destination in good condition when transported under normal circumstances and can be unloaded and stored using regular transport equipment. The Contractor will be liable for damage caused by improper packaging. If returnable packaging is used, and if charges apply for packaging materials, this must be mentioned separately on the freight note and the invoice. The Contractor must clearly identify returnable packaging. Return packaging will be returned at the expense and risk of the Contractor to an address mentioned by the latter.

6.2. All consignments must be accompanied by a packing list that mentions the assignment number and, if applicable, the Client's item number, a description of despatched items and their quantity.

6.3. The Contractor must package and transport the items at his own risk and expense, while respecting all requirements in applicable laws and regulations.

ARTICLE 7: QUALITY REQUIREMENTS

7.1. The Contractor must execute the Agreement in accordance with technical norms and standards mentioned in the Agreement (and in accordance with specific requirements that apply at the location in question), and must comply with all governmental licensing, safety and environmental requirements.

7.2. The Contractor must guarantee that Performances are in keeping with descriptions in the Agreement, are free of shortcomings and suitable for normal use or other uses known to the Contractor.

7.3. The Contractor is liable for all damage caused due to (incorrect handling of) the presence or improper transport of harmful substances and/or toxic substances, including but not restricted to CFC's and halons.

ARTICLE 8: PAYMENT

8.1. Prices mentioned in the assignment are fixed and cannot be unilaterally modified and/or changed by the Contractor. Unless explicitly agreed otherwise in writing, the agreed prices include: a. all costs, e.g. for packaging, transport, insurance, travel and accommodation; b. all taxes and levies, for example, import duties, with the exception of VAT.

8.2. Payment will take place within sixty (60) days of receipt of invoice, if Performances have been approved. Invoices can only be submitted once Performances have been Delivered.



8.3. The Client will be entitled to suspend payment to the Contractor if the Contractor does not partially or fully comply with any obligation.

8.4. Payment by the Client can in no way be seen as a waiver of rights.

8.5. The Client is always entitled to settle claims made by the Contractor against outstanding claims, of any nature, it has against the Contractor.

ARTICLE 9: GUARANTEE

9.1. The guarantee period has been mentioned in the Agreement. If not specifically mentioned in the Agreement, the guarantee period will amount to at least twelve (12) months. The guarantee period will start as soon as Performances have been approved by the Client in accordance with article 4.7.

9.2. During the guarantee period, the Contractor guarantees the suitability of Performances and guarantees that these Performances are in keeping with the Agreement. This guarantee at least ensures that: • Performances are suitable for the purpose for which the assignment was placed and the Agreement was established; • the supplied or used items or materials are new, of good quality and free of shortcomings and third-party rights; • services will be carried out in a professional manner and without interruption; • items, materials and/or accessories feature the label of the manufacturer or the party that markets the items, materials and/or accessories; and • Performances are accompanied by all details and instructions needed for proper and safe use.

9.3. If the delivery - irrespective of the results of any prior inspections - appears to not comply with that stipulated in paragraph 2 of this article, the Contractor must - at his own cost and as the Client decides - repair, replace or supplement the Performances upon first request from the Client, unless the Client prefers to terminate the Agreement in accordance with article 14.1. All costs incurred in this case (including those associated with repair and disassembly) must be paid by the Contractor.

9.4. In cases of emergency, and in cases where (after consultation with the Contractor) it can be reasonably assumed that guarantee obligations will not be met, the Client will be entitled to personally perform repair or replacement or have it carried out by a third party at the expense of the Contractor. This will not release the Contractor from his obligations under this Agreement.

ARTICLE 10: INTELLECTUAL PROPERTY

10.1. The Contractor guarantees that Performances do not breach his intellectual property rights and/or those of third parties.

10.2. The Contractor must release the Client of all claims caused by breaching the intellectual property rights of third parties and will compensate the Client for all resulting damage.

10.3. All drawings, materials and tools supplied by the Client or created or purchased by the Contractor at the cost of the Client are the property of the Client and will be immediately claimable by the Client at any time. The Contractor must manage these items and keep them in good condition at his own expense and risk. He will not use them for, or allow them to be used by, third parties unless permission to do so has been provided by the Client; neither will he show drawings to third parties or share the knowledge they contain with third parties.

ARTICLE 11: CONFIDENTIALITY

11.1. The Contractor is subject to strict confidentiality concerning information to which he is privy when executing this Agreement.

11.2. Unless prior written consent has been received, the Contractor is not permitted to in any way publicize the existence or execution of the Agreement.



ARTICLE 12: LIABILITY

12.1. Any shortcoming by the Contractor in honouring his obligations will entitle the Client to obligate the Contractor - at his own expense and risk - to fully or partially resolve the encountered shortcoming.

12.2. The Contractor is liable for all damage incurred by the Client and/or third parties due to (shortcomings in) the Performances and/or due to the actions or negligence of the Contractor, his personnel or third parties he has deployed. The Contractor's liability elates to both direct and indirect damage.

12.3. The Contractor releases the Client from all claims by third parties in relation to the Agreement. This release also relates to all accompanying damage and costs incurred by the Client.

12.4. The Contractor must agree sufficient insurance for the liability referred to in this article. This insurance requirement also extends to accessories that have in any way been involved in executing this Agreement.

12.5. The Client is not liable for damage incurred by the Contractor, his personnel and/or third parties deployed by the Contractor, unless this damage can be attributed to gross error, gross negligence or deliberate actions by the Client.

ARTICLE 13: FORCE MAJEURE

13.1. In case of force majeure, compliance with the Agreement will be fully or partially suspended for the duration of the force majeure, without either of the parties owing compensation to the other party. If force majeure lasts for longer than thirty (30) days, the other party will be entitled to terminate the Agreement with immediate effect by way of registered letter and without legal intervention, without this resulting in any right to compensation. Force majeure on the part of the Contractor will never include personnel shortages, strike action, failures by third parties deployed by the Contractor, breakdown of equipment and liquidity and/or solvency problems on the part of the Contractor.

ARTICLE 14: SUPPLIER CODE OF CONDUCT

14.1. The Contractor is aware of the Supplier Code of Conduct https://www.corporate.carrier.com/Images/Carrier-SupplierCode-of-Conduct-07-2020-English_tcm558-81504.pdf and agrees to strictly abide by its provisions, which includes: • Always complying with all applicable legislation, including legislation against collusion, conflicts of interest, corruption and unfair competition; • Always refraining from (directly or indirectly) offering, promising, attempting to provide or providing any corrupt payments or shares in financial benefits to the Client's employees or government officials; • Promptly and accurately registering all transactions and costs relating to activities carried out for the Client in records and books.

ARTICLE 15: RISK AND OWNERSHIP

15.1. Risks relating to Performances will transfer to the Client once the Client has explicitly approved the Performances in question.

15.2. Ownership of Performances will transfer to the Client at the moment of delivery. The Contractor guarantees that complete and unconditional ownership will be provided. The Contractor waives all rights and authorisations in advance, to which he may be entitled under right of retention or right of recovery. 15.3. If Performances are rejected by the Client, it will be deemed that risk and ownership never transferred to the Client.

ARTICLE 16: COMPLIANCE WITH LEGISLATION

16.1. The Contractor must make sure that all requirements in applicable laws and regulations are met at all times, including those relating to labour regulations, health, safety and the environment.



16.2. The Contractor guarantees that he will honour all legal obligations for paying payroll taxes and social security contributions, and will closely comply with the applicable CLA. Upon first request from the Client, the Contractor must supply a recent declaration from the Tax Authority with regards to payment of payroll taxes.

16.3. If the Client is required to pay fiscal contributions and/or social security contributions that must be paid by the Contractor or third parties he has deployed, the Client will be entitled to claim it from the Contractor without prejudicing his rights towards third parties in this regard. The above mentioned amount will be immediately claimable without legal intervention. The Contractor must pay the legal rate of interest (default interest) on this amount, from the day that the Client became liable up to the day when it was paid in full.

16.4. In addition, the Client will always be entitled to pay owed social security premiums, salary tax and health insurance premiums, for which the Client could be held liable, to the Contractor by making payment to his blocked bank account under the Sequential Liability Act (G account).

16.5. The Contractor releases the Client from all claims for fiscal contributions and/or social (security) contributions relating to the Agreement.

16.6. The Contractor agrees to only process the PD of the Client or its employees if this is explicitly permitted by the Client; he will also closely comply with applicable legislation when doing so.

16.7. The Contractor recognizes that the Client may fall within the scope of and may have to comply with specific laws requiring certain due diligence, disclosure, and/or other actions to ensure the protection of certain fundamental human rights and the environment including, without limitation, the German Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz) (each such law individually referred to as a “Statutory Due Diligence Obligation and, together “Statutory Due Diligence Obligations”. To the extent any Statutory Due Diligence Obligation applies to any transaction between The Contractor and the Client, The Contractor agrees to comply with the obligations for each such Statutory Due Diligence Obligation set forth in Attachment A –Corporate Due Diligence Obligations.

ARTICLE 17: PROTECTION OF PERSONAL DATA

17.1. The Client will process Personal data in accordance with the privacy statement at Carrier.com. Both parties must comply with applicable Legislation concerning the protection of Personal data when processing Personal data that relates to activities within this Agreement. This data privacy clause will survive the termination of the Agreement.

17.2. The Contractor must:

- a. Comply with all legislation concerning the protection of Client PD;
- b. Only collect, open, use or share Client PD, or transfer Client PD to authorised third parties, if this is necessary when complying with obligations in the Agreement, when following the explicit instructions of the Client or when complying with legal obligations that have been assigned to or imposed on the Contractor. The Contractor will not make secondary use of Client PD (e.g. for data mining purposes) unless (i) this has been explicitly approved in writing by the Client, or (ii) this is required by law;
- c. Immediately notify the Client in writing if the Contractor believes the collection and processing of Client PD under the Agreement constitutes a breach of legislation concerning the protection of Client PD;



- d. Never share, transfer, make public or provide access to Client PD to third parties, unless this is necessary when carrying out the Agreement or when complying with the law. If the Contractor shares, transfers, discloses or provides access to Client PD to third parties, the Contractor must: (i) Bear responsibility for the actions and failures of these third parties, who process Client PD on behalf of the Contractor, in the same manner he would bear responsibility for his own actions and failures relating to such Client PD; (ii) Make sure that these third parties are bound by a written agreement that contains the same or equivalent obligations and protection for the Client as mentioned in this article, and (iii) that they will only allow other third parties to access Client PD if this complies with applicable legislation;
- e. Use a commercially responsible approach to take all steps needed to safeguard the reliability of employees, agents, representatives, sub-contractors, employees of sub-contractors or other parties deployed by the Contractor (jointly referred to as “Contractor personnel”) who have access to Client PD, and make sure such access is only afforded on a need-to know basis and ensure the mentioned persons are bound by confidentiality towards the Client PD, e.g. by signing a confidentiality agreement or via applicable laws and regulations;
- f. Offer the Client all required information, assistance and cooperation, because the Client may occasionally require the Contractor to demonstrate compliance with legislation concerning the protection of personal data;
- g. Provide approval to the Client, upon request from the Client, to deploy external auditors to check whether the Contractor and third parties comply with their obligations under this article. The Contractor must also, upon request, supply all audit reports to the Client, which have been published under ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SOC 2 or ISAE 3402 and those in relation to Client PD;
- h. Issue a privacy declaration to the Client (in accordance with Legislation concerning the protection of Personal data) so the Client can pass on this privacy declaration to people whose Client PD is shared with the Contractor;
- i. Take reasonable and appropriate technical, physical or administrative measures to protect Client PD. These measures must include reasonable restrictions for physical access to all locations where Client PD can be found, i.e. by storing files in closed facilities, storage areas or containers. The Contractor must periodically re-evaluate implemented measures to make sure they remain reasonable and appropriate;
- j. Offer the Client all necessary assistance when (i) deleting Client PD upon request from concerned persons or legal representatives; and (ii) giving individuals the opportunity to withdraw their details;
- k. give the Client the opportunity to delete Client PD which is older than a year, or another period agreed in writing by the parties, unless another storage period is prescribed under applicable legislation; and
- l. immediately notify the Client in writing if the Contractor receives the following or becomes aware of it: (i) a complaint or accusation that points to potential violations of Legislation concerning the protection of Client PD; (ii) a request from one or more individuals to gain access to, correct or delete his or her Client PD; (iii) an investigation or complaint from one or more individuals about collecting, processing, using or transferring Client PD; or (iv) a ruling, summons, search warrant or other legal, regulatory, administrative or government process where Client PD is sought (jointly referred to as “Data Privacy”). If the Contractor becomes aware of such Cases, he must help the Client and fully cooperate with investigating the case, which includes, but is not restricted to, providing relevant information to the Client, preparing a response, implementing a solution and/or helping to execute a defence against potential claims or judicial or regulatory procedures. The Client is responsible for communicating with individuals about their Client PD in such Cases, unless the Client allows the Contractor to do this on behalf of the Client. The Contractor must limit the nature and scope of any necessary external disclosures to the minimum amount of Client PD needed to comply with applicable legislation. Unless prevented by applicable laws, the Contractor must notify the Client about such Cases in writing in advance, so the Client can take measures to contest legal, regulatory, administrative or other government procedures;



17.3. Extra conditions:

- a. **Data Leaks.** The Contractor must notify the Client in writing as soon as possible – and certainly within forty-eight (48) hours – about actual or reasonably suspected incidents involving unintentional or unauthorised destruction or accidental loss, falsification, unauthorised or accidental release of or access to Client PD that it has become aware of (a “Client PD Data Leak” or “Data Leak”); the Contractor will then take all measures to restrict and remedy the Data Leak wherever possible, and supply information about investigating and resolving the Violation to the Client, unless this is prohibited by law. The Contractor must not make any reports, announcements or publications, or in any other way send notifications or information about a Data Leak (a “Data Leak notification”), without prior written consent from the Client with regards to the content, media and timing of the Data Leak notification (if applicable), unless this is required by legal or judicial order; and even if this is required by law or judicial order, the Contractor will do everything to work with the Client to issue the Data Leak notification. If the Data Leak relates to data elements that could result in identity theft, whereby these elements are located on the networks or systems of the Client or whereby this Data Leak can be attributed to the Contractor, the Contractor must provide compensation for all resulting damage or costs (including costs associated with notification) upon request from the Client, and also offer the affected persons a credit worthiness check or other risk limiting service against identity theft for a period of a year, or longer if stipulated by law or a regulatory body.
- b. **Consent.** If needed under Legislation concerning the protection of Personal data or if stipulated by the Client, the Contractor must obtain prior written consent from all natural persons whose Client PD is collected by the Contractor. If the Contractor supplies Client PD that is protected under Legislation concerning the protection of Personal data, the Contractor must make sure such personal information is supplied in accordance with applicable legislation, which includes - wherever necessary - obtaining consent or issuing notification.
- c. **Destruction.** All Client PD obtained by the Contractor must be immediately returned or destroyed after termination or completion of the Agreement (as the Client sees fit), unless: (i) such Client PD is needed by the Contractor to comply with his obligations under applicable legislation; or (ii) return or destruction is prohibited under applicable law. If there are no instructions to the contrary and unless prohibited by law, the Contractor will not destroy the Client PD sooner than 30 days following termination or completion of the Agreement, so that the Client is given the opportunity to request the Client PD to be returned.
- d. **Non-sale.** If the agreement relates to collecting or processing Client PD of private individuals in California, the Contractor will be a “Service provider” as defined in the CCPA, and will not sell Client PD or exchange it for something else of value;
- e. **Legislation changes.** If Legislation concerning the protection of Personal data is changed, parties will work together to incorporate the required changes into the Agreement.
- f. If the Agreement relates to Performances where the Contractor (i) acts as Processing manager (as defined in the GDPR) and (ii) transfers Client PD from any country in the European Economic Community or Switzerland (jointly “EEC/ CH”) to a country outside the EEC/CH, then parties agree that the conditions in the contractual provisions (also referred to as standard contractual provisions) approved by the European commission (hereinafter referred to as “Standard provisions for the Processing manager” or Standard provisions”) will apply via a reference, in the same way as if they were part of the Agreement. If the Agreement relates to the cross-border transfer of Client PD from any country in the EEC/CH to a country outside the EEC/CH, but the Contractor does not act as a Processing manager, then the parties agree that the conditions in the contractual provisions approved by the European commission (hereinafter referred to as “Standard provisions for the Processor” or Standard provisions”) will apply via a reference, in the same way as if they were part of the Agreement. Notwithstanding the former: i) Standard provisions can be incorporated into the Agreement as a standalone document featuring the required signatures, or parties can execute the Standard provisions as a separate standalone document. The stand-alone Standard provisions can be submitted to the regulatory bodies and/or be used for another legally permitted purpose and will have the same effect as if they were signed directly ii) If one of the two parties wants to register the Standard provisions with a



supervisory body and the supervisory body refuses the registration, the parties will work together to modify the parts to suit the Standard provisions in order to comply with the requirements of the supervisory body. (iii) the Standard provisions will always be prioritised if there are inconsistencies between the Standard provisions and the Agreement. (iv) if the Supplier relies on sub-contractors that will be able to access Client PD which is subject to the Standard provisions, the Supplier must make sure transfer to the sub-contractor complies with the Standard provisions.

ARTICLE 18: DISSOLUTION

18.1. The Client is entitled, as it sees fit, to fully or partially suspend execution of the Agreement or terminate it via written notification without legal intervention (without the Client having to pay any form of compensation) if the following circumstances are encountered: a) the Contractor is subject to seizure, suspension of payments, judicial reorganisation or bankruptcy, or applies for either status; b) the company of the Contractor is sold or closed down; c) the Contractor goes into administration or receivership; d) the Contractor is hindered in executing the Agreement in the jurisdiction where Performances must take place, including by any government or government official due to administrative, public, legal or political decisions or rulings (like, but not restricted to, exclusion, being placed on a black list, national restrictions or sanctions, revocation or suspension of the Contractor's permits needed to execute the Agreement); e) death of the Contractor ;f) seizure of a major part of the Contractor's business resources or items needed to execute the Agreement; g) shortcomings on the part of the Contractor when honouring any obligations in the Agreement, including provisions in the CARRIER Supplier Code of Conduct; or h) failure by the Contractor to cooperate with an audit or investigation initiated by the Client.

18.2. If the Agreement is terminated in accordance with paragraph one of this article, the Client will be relieved of its obligation to make further payment to the Contractor, and all claims that the Client may have against the Contractor will immediately become claimable in full. The former will not prejudice the Client's right to claim damage, caused by terminating the agreement, in full from the Contractor.

18.3. Unless agreed otherwise by the Parties, the Client is entitled to unilaterally terminate the Agreement with immediate effect via registered letter with confirmation of delivery, even for cases not referred to in paragraph one of this article. If such termination takes place, the Contractor will only be entitled to claim payment for activities performed in the Agreement up to the moment of termination, with this being restricted to activities that have been carried out to the satisfaction of the Client.

18.4. Notwithstanding the foregoing, the Client shall be entitled to terminate Agreement or Order immediately if the Contractor breaches Sections 7 or 8 of Attachment A. In the event of a termination due to the Contractor or a sub-tier supplier being a Restricted Party (as defined in Attachment A) or providing goods, software, or services from a Restricted Territory (as defined in Attachment B), no payment shall be due to the Contractor, unless and until the relevant government agency authorizes such amounts.

ARTICLE 19: COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS

19.1. The sale and distribution of goods, materials, hardware, software and technology that the Distributor receives from Carrier as part of this Agreement (each a "Product of Carrier") can involve export, re-export or transfer, and such transactions must be carried out in accordance with the laws and regulations concerning export checks, trade and economic sanctions of government bodies with jurisdiction about such activities, including the United States and the European Union and its member countries (collectively referred to as "Trade regulations").



19.2. The Customer acknowledges the applicability of Trade regulations and confirms that he will perform all its activities within this Agreement while fully complying with these regulations. The Customer declares that he will not deliberately export, re-export or transfer the Products of Carrier, be it directly or indirectly: 1. to Cuba, Iran, North Korea, Syria, the regions of Luhansk, Donetsk, Krim in Ukraine or another region that is subject to restrictions (each seen as a “Restricted Country”); 2. to a person or entity to whom it is forbidden to supply/perform the Products of Carrier under Trade regulations, which includes but is not restricted to (i) a person or entity on the list of the Office of Foreign Assets Control of the American ministry of Finance (“OFAC”), specially designated persons (“SDN”), the list of Blocked Persons, or the consolidated sanctions list of the European Union, or ii) an entity that is owned by or falls under the control of a party that has been placed on these lists (collectively referred to as “Refused party”); 3. for unauthorised final use; or 4. for purposes that otherwise breach the Trade regulations.

19.3. The Customer must make reasonable efforts to check the identity and location of its customers or end users and to confirm the end use of the Products of Carrier (collectively referred to as End-User Diligence). The diligence shown towards the end user by the Customer must be sufficient to identify and prevent unauthorised transactions, including transactions involving Restricted Countries and Refused Parties. The Customer must immediately notify Carrier of all transactions where a role is played by the former, or of all other breaches of Trade regulations concerning the Products of Carrier or related services.

19.4. Carrier will not offer any guarantee, repair or replacement services for Carrier products in countries or regions that are subject to restrictions, or which breach the Trade regulations in any other way. If the Customer offers its customers a guarantee that is more comprehensive than the limited guarantee offered by Carrier, the Customer will be solely responsible for all costs, expenditure, liabilities, obligations and damage that fall under this extended guarantee.

19.5. When requested by Carrier, the Customer must offer Carrier information about exports concerning the Products of Carrier, including but not restricted to, a description, volume, value, customer and/or end user, transaction dates and details for services.

19.6. Carrier is entitled to terminate this Agreement with immediate effect if one of the following situations is encountered:

1. The Customer becomes a Refused Party; 2. The Customer breaches Trade regulations concerning one of the activities that fall under this Agreement; or 3. Carrier reasonably determines that its obligations concerning compliance with Trade regulations forbid Carrier from performing activities (each of these is a “Trade Check Event”). Termination based on this clause is regarded as termination for justifiable reasons, and relieves Carrier from all obligations to make further sales or supply further services (including guarantee, repair or replacement services) based on this Agreement, or to supply any Carrier products to the Distributor.

ARTICLE 20: AUDIT

20.1. The Contractor agrees to award the Client sufficient access to his business premises, personnel, bookkeeping and records, so the Client can, by way of inspection and reproduction, check and verify compliance with the Agreement and accounting principles and professional customs relating to the Agreement.

ARTICLE 21: APPLICABLE LAW; QUALIFIED COURT

21.1. All disputes originating from or relating to this Agreement are subject to Dutch law, with the exception of the Vienna Sales Convention and other international private law provisions that would lead to the applicability of other laws. These disputes will be settled by a qualified court in Utrecht. If Performances are supplied to the Client via its Belgian company and/or branch, they will respectively be subject to Belgian law and the qualified court of Brussels.

21.2. All extra-judicial expenses incurred by the Client when collecting amounts owed by the Contractor, which have not been paid on time, will be charged to the Contractor; these costs have been set to 15 percent of the claimable amount, unless the Client proves the costs it has incurred exceed this limit.



STANDARD TERMS & CONDITIONS OF PURCHASE

ATTACHMENT A

Corporate Due Diligence Obligations

The following provisions regarding corporate due diligence obligations are incorporated into Carrier's Standard Terms & Conditions of Purchase which may be found at <https://www.corporate.carrier.com/suppliers/terms-conditions/> (the "Terms"). All capitalized terms used in this policy but not defined shall have the same meaning given to them in the Terms.

Carrier recognizes that different countries have established laws requiring certain due diligence, disclosure and other actions to ensure the protection of certain fundamental human rights and the environment including, without limitation, the German Act on Corporate Due Diligence Obligations in Supply Chains (*Lieferkettensorgfaltspflichtengesetz*). Those laws are referenced in this Attachment A along with those provisions each specific law requires be made part of the Seller's applicable contract with Carrier as a supplier to Carrier.

A. German Act on Corporate Due Diligence Obligations in Supply Chains (*Lieferkettensorgfaltspflichtengesetz*)

To the extent the Act on Corporate Due Diligence Obligations in Supply Chains applies to Carrier and/or Seller as its supplier, the following provisions are incorporated into Carrier's Standard Terms & Conditions of Purchase which may be found at <https://www.corporate.carrier.com/suppliers/terms-conditions/> (the "Terms"). All capitalized terms used in this policy but not defined shall have the same meaning given to them in the Terms. This Attachment does not affect Seller's obligations under the Terms, in particular under Section 17 (Code of Conduct) or Section 20 (Compliance), but stipulates additional obligations for Seller.

1. HUMAN RIGHTS INSTRUMENTS

Seller commits itself to respect and observe and make best efforts to have its direct suppliers respect and observe the rights and fundamental principles articulated and protected by the following human rights instruments (the "Human Rights Instruments") as listed in the Annex to section 2 (1), section 7 (3) sentence 2 to the Act on Corporate Due Diligence Obligations in Supply Chains (available at https://www.csr-in-deutschland.de/SharedDocs/Downloads/EN/act-corporate-due-diligence-obligations-supply-chains.pdf?__blob=publicationFile#linkicon) [

Convention No. 29 of the International Labour Organization of 28 June 1930 concerning Forced or Compulsory Labour (ILO Convention No. 29; available at: [Convention C029 - Forced Labour Convention, 1930 \(No. 29\) \(ilo.org\)](#));

Protocol of 11 June 2014 to Convention No. 29 of the International Labour Organization of 29 June 1930 of the International Labour Organization (available at: [Protocol P029 - Protocol of 2014 to the Forced Labour Convention, 1930 \(ilo.org\)](#));

Convention No. 87 of the International Labour Organization of 9 July 1948 concerning Freedom of Association and Protection of the Right to Organise, as amended by the Convention of 26 June 1961 (ILO Convention No. 87; available at: [Convention C087 - Freedom of Association and Protection of the Right to Organise Convention, 1948 \(No. 87\) \(ilo.org\)](#));

Convention No. 98 of the International Labour Organization of 1 July 1949 concerning the Application of the Principles of the Right to Organise and to Bargain Collectively, as amended by the Convention of 26

June 1961 (ILO Convention No. 98; available at: [Convention C098 - Right to Organise and Collective Bargaining Convention, 1949 \(No. 98\) \(ilo.org\)](#));

Convention No. 100 of the International Labour Organization of 29 June 1951 concerning Equal Remuneration for Men and Women Workers for Work of Equal Value (ILO Convention No. 100; available at: [Convention C100 - Equal Remuneration Convention, 1951 \(No. 100\) \(ilo.org\)](#));

Convention No. 105 of the International Labour Organization of 25 June 1957 concerning the Abolition of Forced Labour (ILO Convention No. 105; available at: [Convention C105 - Abolition of Forced Labour Convention, 1957 \(No. 105\) \(ilo.org\)](#));

Convention No. 111 of the International Labour Organization of 25 June 1958 concerning Discrimination in Respect of Employment and Occupation (ILO Convention No. 111; available at: [Convention C111 - Discrimination \(Employment and Occupation\) Convention, 1958 \(No. 111\) \(ilo.org\)](#));

Convention No. 138 of the International Labour Organization of 26 June 1973 concerning the Minimum Age for Admission to Employment (ILO Convention No. 138; available at: [Convention C138 - Minimum Age Convention, 1973 \(No. 138\) \(ilo.org\)](#));

Convention No. 182 of the International Labour Organization of 17 June 1999 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (ILO Convention No. 182; available at: [Convention C182 - Worst Forms of Child Labour Convention, 1999 \(No. 182\) \(ilo.org\)](#)).

International Covenant of 19 December 1966 on Civil and Political Rights (available at: [volume-999-i-14668-english.pdf \(un.org\)](#));

International Covenant of 19 December 1966 on Economic Social and Cultural Rights (available at: [ch_iv_03.pdf \(un.org\)](#));

Minamata Convention on Mercury of 13 October 2013 (available at: [Minamata Convention on Mercury \(Text and Annexes\) | Minamata Convention on Mercury](#));

Stockholm Convention on Persistent Organic Pollutants of 22 May 2001 (available at: [Text of the Convention \(pops.int\)](#));

Basel Convention on the Control of Transboundary of Transboundary Movements of Hazardous Wastes and Their Disposal (available at: [Basel Convention > The Convention > Overview > Text of the Convention](#)).

2. INFORMATION REQUESTS

Seller shall promptly provide any reasonable information requested by Buyer or its duly authorized representative from time to time in connection with Buyer's compliance in relation to the Human Rights Instruments.

3. HUMAN RIGHTS DUE DILIGENCE OBLIGATIONS

(a) Seller shall establish and maintain a human rights due diligence process appropriate to its size and circumstances to identify, prevent, and end or at least mitigate any violation of the rights and principles articulated and protected by the Human Rights Instruments within its supply chain.

(b) Seller shall use best efforts that its suppliers and subcontractors provide the Seller with timely and accurate information on all matters relevant to the human rights due diligence process (if existent).

(c) Seller shall develop and implement an action plan to prevent, end or minimize any violation of a human-rights related or environment-related obligation (as defined under the German Supply Chain Act in



section 2 (4) in connection with section 2 (2) no. 1 to 12 and section 2 (3) No. 1 to 8) that has occurred or is imminent at the Seller or the Seller's suppliers, and make best efforts that its suppliers implement the action plan. Buyer will assist in developing and implementing the action plan, where necessary and appropriate.

(d) Seller shall develop and implement adequate compliance training measures in which the Seller's managers and responsible employees will be provided with an adequate level of knowledge and understanding of the rights and principles articulated by the Human Rights Instruments and this Attachment. Seller must ensure that its responsible personnel participate in any training offered by Buyer. The foregoing does not constitute an obligation for Buyer to offer training.

(e) Seller shall make best efforts to negotiate and include contractual requirements corresponding to those prescribed in this Attachment vis-à-vis its direct suppliers and to oblige them to pass on to their direct suppliers the obligation to comply with the rights and fundamental principles set forth in the Human Rights Instruments.

4. COMPLIANCE

(a) Upon reasonable notice, Buyer or its duly authorized representative shall have the right to audit Seller's compliance with its obligations under this Attachment at Seller's facility (including the review of associated books, records and other documentation). Seller shall timely reply to requests during such audit and shall provide reasonable support to Buyer and its duly authorized representative to complete the audit within Buyer's established timeline. Where Buyer discovers material noncompliance with the terms of this Attachment, or where Seller delays increase the cost of the audit, Seller shall reimburse Buyer for costs of the audit.

(b) Seller shall make best efforts that its suppliers also permit such audits by Buyer.

(c) Any audit shall be conducted in compliance with applicable laws (including, but not limited to, data privacy and antitrust laws) and taking into account the auditee's reasonable interests (e.g. trade secrets).

(d) Seller must take appropriate action to end or minimize any non-conformances identified during assessments and make best efforts that its direct suppliers end or minimize any non-conformances identified taking into account the obligations set forth under Section 3 of this Attachment.

5. MISCELLANEOUS

Seller shall review and take into account any amendment to this Attachment that Buyer must request due to the results of the risk analysis required by the German Supply Chain Due Diligence Act.



STANDARD TERMS & CONDITIONS OF PURCHASE

ATTACHMENT B

APPLICABLE LAW / COMPLIANCE OBLIGATIONS

The following partial and nonexclusive summary of Applicable Law and related Seller compliance obligations is incorporated into Carrier's Standard Terms & Conditions of Purchase which may be found at <https://www.corporate.carrier.com/suppliers/terms-conditions/> (the "**Terms**") and any Agreement. Seller shall comply with all Applicable Law regardless of whether summarized in this Attachment B. All capitalized terms used in this policy but not defined shall have the same meaning given to them in the Terms.

1. DISCRIMINATION

All laws pertaining to fair employment practices or which prohibit discrimination because of age, color, sex, physical or mental handicap, race, nationality, religion or creed, or other similar federal or state laws or regulations (in the United States of America, this includes but not limited to (i) E.O. 11246, Section 202, 11625, 11701, and 11758 pertaining to fair employment practices or which prohibit discrimination because of age, color, sex, physical or mental handicap, race, nationality, religion or creed, or other similar federal or state laws or regulations, (ii) 38 U.S.C. 4212, as amended, pertaining to veterans' employment emphasis under Federal contracts, and (iii) E.O. 13496 pertaining to notification of employee rights under federal labor laws).

2. OTHER LABOR PRACTICES

All laws pertaining to labor and employment practices and child labor (in the United States of America, including, but not limited to, Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938 ("**FLSA**"), as amended (29 U.S.C. §§ 201-219) and of regulations and orders of the United States Department of Labor issued under Section 14 thereof, Section 12(a) and Section 15(a) (1) of the FLSA and the Walsh-Healy Public Contracts Act (41 U.S.C. §§ 35-45) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332), and any amendments thereto), as well as with the provisions of any other laws with respect to labor relations, minimum wages and hours of employment, now in effect or hereafter. Seller shall not use, and shall not allow any of its subcontractors, sub-suppliers or vendors involved in the production of parts or components for goods subject to Orders and this Agreement to use, child or forced labor.

3. DATA PRIVACY

(a) All laws pertaining to the processing, transferring and storage of personal data to be provided to Seller by Buyer, such as the name, address, telephone number, e-mail address, and/or any other information that may make any of Buyer's employees, directors, agents, contractors or other representatives identifiable ("**Buyer Personal Data**"), including the rules and regulations related to the European Union's General Data Protection Regulation, which became effective in May 2018 and as may be amended from time to time.

(b) If Seller does share, transfer, disclose or provide access to Buyer Personal Data to a third party, it shall: (i) be responsible for the acts and omissions of any subcontractor or other third party, that processes Buyer Personal Data on Seller's behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Buyer Personal Data; (ii) ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this section; and (iii) only share, transfer, disclose or provide access to a third party to the extent that such conduct is compliant with applicable law.



(c) Seller shall provide written notice to Buyer as soon as possible but in no instance more than forty- eight (48) hours after any suspected incident of accidental or unlawful destruction, loss, alteration, or disclosure of Buyer Personal Data or any proprietary information of Buyer of which it becomes aware (a “**Security Breach**”); thereafter Seller shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Buyer with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a “**Security Breach Notice**”) without the prior written approval by Buyer of the content, media and timing of the Security Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Buyer prior to providing any Security Breach Notice. In addition, Seller shall be responsible for providing any notice required by law to the data subjects whose personal data is impacted.

(d) For any Buyer Personal Data provided to Seller from any country in the European Economic Area or Switzerland, the parties agree that the terms of the Model Contract Clauses adopted by the European Commission in Decision 2010/87/EU control and are incorporated herein by reference.

4. CONFLICT MINERALS

Seller recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Act**”), which apply to Buyer, the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the “**Conflict Minerals**”) from the Democratic Republic of the Congo and adjoining countries (“**DRC countries**”). Accordingly, Seller commits to comply with Section 1502 of the Act and its implementing regulations and provide Buyer with information it needs to comply with the applicable legislation; to the extent Seller is not a “**Registrant**” as defined in the Act, Seller shall comply with Section 1502 of the Act and its implementing regulations except for the filing requirements. In particular, Seller commits to have in place a supply chain policy and processes to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into goods it provides Buyer; (ii) due diligence of its supply chain, following a nationally or internationally recognized due diligence framework, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Seller shall take all other measures as are necessary to comply with Section 1502 of the Act and its implementing regulations, including any amendments thereto.

5. GLOBAL CHEMICAL COMPLIANCE

To the extent the goods contain, or the manufacturing processes for the goods use, chemical substances subject to Global Chemical Regulations or Materials of Concern (collectively referred to as “**MOC**”), Seller shall:

(a) Comply with all Applicable Laws in any jurisdiction in which the goods are manufactured, produced, sold, and/or delivered (the “**Global Chemical Regulations**”), including, but not limited to, any: (i) registration, notification, authorization, restriction, or ban obligations, and (ii) hazard classification, labeling, packaging, Safety Data Sheet (“**SDS**”), or safe use compliance and communication obligations. Global Chemical Regulations include, but are not limited to the regulations identified below:

Global RoHS (EU, India, China, Taiwan, Korea, Turkey, UAE, TR EAEU, Saudi Arabia, UK)

REACH (EU, Turkey, Korea, Eurasia, India, Brazil) Singapore WSH Regs and HazCom Standards Extended Producer Responsibility EU WEEE Waste Framework Directive SCIP



EU CLP Poison Control Notifications
Stockholm Convention on Persistent Organic Pollutants (POP)
EU Biocidal Products Regulation
Globally Harmonized System of Classification and Labelling of Chemicals (GHS) California Prop 65 Safe Drinking Water and Toxic Enforcement Act
Canadian Environmental Protection Act
United States Toxic Substances and Control Act
United States Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)

(b) Cooperate with Buyer's efforts to comply with the Global Chemical Regulations and applicable customer requirements and to develop products and manufacturing processes that minimize risk to human health and the environment. Such cooperation includes, but is not limited to: (i) investigating and communicating to Buyer the nature and extent of any MOCs contained in the goods or in the processes used to manufacture, assemble, use, maintain, or repair any goods; (ii) providing all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity of each MOC contained in any goods; (iii) providing Buyer with safe use communications and safety data sheets; (iv) promptly responding to Buyer's requests for information, in the form requested by Buyer, regarding MOC used or intended to be used in connection with the goods and related regulatory controls such as use restrictions and permit and authorization requirements; (v) upon request, cooperating with efforts to obtain necessary regulatory approval(s), including but not limited to registrations and authorizations, for the continued sale to and use of goods by Buyer; and (vi) using the tools and forms provided by Buyer through the Seller Site or other means.

(c) For purposes of this section, "**Materials of Concern**" or "**MOC**" means substances that are (i) subject to applicable Global Chemical Regulations or are substances of concern to Buyer or Buyer's customer, or chemicals or materials (ii) identified by Buyer in a Materials of Concern list published on www.corporate.carrier.com/suppliers (the "**Supplier Site**") or provided through other means.

6. ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

To the extent that Seller will be (a) working on the premises of the Buyer sites, (b) working under the direct supervision of Buyer site employees, or (c) providing installation, maintenance or service work on behalf of a Buyer site and pursuant to the Buyer site's instructions, Seller shall be subject to the Buyer site's Contractor Environment, Health & Safety Program ("**EH&S Program**"). Seller agrees to comply with the requirements of the EH&S Program and with all Applicable Laws including, without limitation, the Occupational Safety and Health Act, 29 U.S.C. 651 et. seq., and any other Applicable Laws dealing with protection of the environment, health and safety. Prior to commencing work, Seller may be subject to an assessment by the site to (i) evaluate Seller's

EH&S qualifications and past performance with regard to safe and environmentally sound work practices, (ii) evaluate the EH&S risks associated with the work to be performed by Seller and (iii) establish EH&S requirements for Seller based on the degree of hazard and risk and/or type of work to be performed. The extent of this review shall be at the discretion of Buyer. If requested by the site, Seller shall provide information to aid the Buyer site in making the assessment. Where Seller falsifies information describing its qualifications or fails to follow the EH&S Program, Seller shall be in default and Buyer may terminate the Order and/or Agreement.

7. RESTRICTED PARTIES AND RESTRICTED SOURCING

(a) Seller represents that it is not a Restricted Party, defined as (i) a party listed on a list of parties with whom business is restricted or prohibited by the United States, the European Union or its Member States, the United Kingdom, or other applicable governments, including but not limited to the Office of Foreign Assets Control ("OFAC") Specially Designed Nationals List, the OFAC Consolidated List, U.S. Department of Commerce's Bureau of Industry and Security's Entity List, the National Defense Authorization Act of 2019 Section 889



“Covered Company”, or other similar lists; (ii) the government, including the agencies and instrumentalities thereof, of Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk, Kherson or Luhansk or Zaporizhzhia Regions of Ukraine (“**Restricted Territory**”), or Venezuela; (iii) an ordinary resident of, or entity incorporated under the laws of a Restricted Territory; or (iv) an entity owned 40 percent or more, in the aggregate, or controlled by, a party covered by (i)-(iii).

(b) Seller shall not procure services, goods, parts, or components for goods subject to orders and this Agreement, from Restricted Parties or Restricted Territories either directly or indirectly, nor from regions or entities restricted for import into the country of destination, such as parties and regions subject to Withhold Release Orders issued by U.S. Customs and Border Protection.

(c) Seller shall not procure goods, parts, or components for goods subject to orders and this Agreement, from regions or entities restricted for import into the country of destination, such as parties and regions subject to Withhold Release Orders issued by U.S. Customs and Border Protection.

(d) Seller shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the goods or any subcomponents of the goods, as applicable, to confirm compliance with legal and regulatory requirements and the order. Seller shall require sub-suppliers to comply with such requests as well.

8. EXPORT COMPLIANCE

(a) Seller shall comply, and cause each of its subsidiaries, agents and contractors to comply, with respect to all activities and transactions contemplated under this order, with all applicable export control laws, regulations, and orders (including the U.S. Export Administration Regulations administered by the Bureau of Industry and Security, U.S. Department of Commerce (“**BIS**”), 15 C.F.R. parts 730-774) (“**Export Controls**”) and economic sanctions laws and trade embargoes (including those administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), U.S. Department of State and the European Commission (“**Sanctions**”).

(b) Seller shall notify Buyer promptly and in writing if Seller, any of its subsidiaries, or any of their respective officers or directors, or Seller’s vendors working on this order, in each case, becomes, or there is a reasonable basis that such party will become, a Restricted Party.

(c) Seller (i) represents and warrants to Buyer that such goods are not subject to the jurisdiction of the ITAR and do not appear on the United States Munitions List (“**USML**”), and (ii) shall provide Buyer with (a) the applicable Harmonized Tariff Schedule Number and (b) the Export Control Classification Number (“**ECCN**”) of such goods, software, technology or services that are controlled by the EAR, and to include the ECCN of parts and components if such classification differs from the ECCN of the goods or software and (c) any analogous classification under any other Applicable Law.

(d) When Seller is engaged in a transaction with Buyer involving goods intended for export from the United States, the Seller is the U.S. Principal Party of Interest (USPPI) and is required to provide Buyer with certain data elements set forth in 15 CFR § 30.3

For Mexico Custom’s purposes an accounting invoice (the invoice used for payment) is required. This invoice must contain the following data elements with no exception:

- I. Place and date of issue
- II. Document number
- III. Name and address of the USPPI
- IV. Name and address of the merchandise's recipient.



- V. Name and address of the buyer when different from the recipient
- VI. Commercial description of commodities including part numbers when they exist
- VII. Quantities/unit of measure
- VIII. Value
- IX. Currency

Additional to this information, to ensure US Export compliance, Buyer requests that Seller provide Buyer with the required data elements to complete the Electronic Export Information (EEI) filing. Those additional requirements are the following and may be provided in a Shipper's Letter of Instruction or included on the accounting or commercial invoice.

- I. Ship from address
- II. USPPI's EIN (tax ID number) or DUNS
- III. Country of origin
- IV. Schedule B or HTSUS (Buyer utilizes HTSUS unless prohibited by Census)
- V. ECCN or sufficient technical information to determine the ECCN
- VI. Incoterms
- VII. Any information known by the Seller that may affect a licensing determination

9. IMPORT COMPLIANCE

The following provisions apply to shipments where Seller is the importer of record:

(a) Customs/Country of Origin Requirements. Seller shall ensure that all goods have the appropriate country of origin markings for the jurisdiction the goods are shipped to.

(b) Free Trade Agreement Support. Seller agrees to timely respond to Buyer's requests for (i) country of origin certificates or (ii) free trade agreement certificate.

(c) Duty Drawback. Upon request, Seller agrees to furnish completed drawback certificates and any documents necessary to allow the Buyer to complete a drawback claim to Buyer and to retain substantiating documentation pursuant to 19 U.S.C. Section 1313. Seller agrees to assign to Buyer any and all of Seller's U.S. Customs duty drawback rights related to the goods furnished hereunder in order for Buyer to seek duty drawback. Such duty drawback rights shall include rights developed by direct identification, substitution and duty drawback rights obtained from sub-tier suppliers related to the goods. Seller agrees to inform Buyer of the existence of such duty drawback rights of which Seller becomes aware. Seller agrees to furnish upon request documents that Buyer reasonably requires, including, but not limited to, proof of importation (e.g. U.S. Customs and Border Protection Entry Summary, invoices, packing lists, bill of lading, delivery records, etc.) and signed U.S. Customs and Border Protection Form 7552 (Certificates of Manufacture and Delivery or Certificates of Delivery), for Buyer to recover import duties related to the goods. Seller further agrees to provide such assistance to Buyer as requested in connection with the recovery of said import duties. Seller and Buyer agree that both parties will transmit all documents necessary to complete a drawback claim to a third-party service provider to complete the claim and file the same on behalf of the Buyer. The third-party service provider will be selected at the sole discretion of the Buyer. The parties agree to execute non-disclosure agreements naming the third party service provider as the entity who is authorized to receive all documents supporting the drawback claim.

10. ADDITIONAL IMPORT COMPLIANCE

The following provisions apply to shipments where Buyer is the importer of record:



(a) Duty Drawback. Upon request, Seller agrees to provide information reasonably requested by Buyer to complete its Drawback applications.

(b) Customs/Country of Origin Requirements. Seller shall ensure that all information provided on the Bill of Lading and or commercial invoice is accurate. Seller will ensure that country of origin marking and identification requirements are met. Seller shall provide applicable certificates of origin with each shipment, subject to the country where goods will be imported by the Buyer.

(c) Anti-Dumping/Countervailing Duties. Seller shall promptly, and no later than within seven (7) days of receipt, inform Buyer of any correspondence, questionnaires or orders received by them or their industry representatives from the US International Trade Commission or U.S. Department of Commerce regarding their manufacture, supply, trading or export of the subject goods. Seller shall provide Buyer any documentation necessary to establish, where applicable, that imported goods supplied by or through Seller are outside the scope of anti-dumping/countervailing/safeguard/additional duty, investigation and/or orders.

(d) Security Programs. Buyer participates in a variety of customs security programs such as CTPAT, PIP, AEO (all, including other local equivalents, "**Security Programs**"). Seller agrees to (i) provide any and all information required for Buyer's participation in the relevant Security Program; (ii) follow shipping requirements required by the Security Program as communicated by Buyer; and (iii) use reasonable efforts to implement security measures required by the Security Program and communicated by Buyer.

(e) Free Trade Agreement Support. Seller agrees to respond to Buyer's requests for (i) country of origin certificates or (ii) free trade agreement certificate within 10 business days of Buyer's request for any such information or documentation. Where Seller confirms to Buyer in advance of purchase that goods qualify for preferential duty treatment under any trade agreement, unilateral preference program, or other duty savings opportunity, such as "first sale" valuation, Seller shall provide such written confirmation in the form of an acceptable Free Trade Agreement Certificate to Buyer at the time the Buyer seeks to make entry in the applicable Customs Jurisdiction. Seller also agrees to cooperate with all requests for support from Buyer in reviews by relevant governments, including but not limited to U.S. Customs and Border Protection.

(f) ISF. For international ocean shipments to the United States, Seller shall cooperate with Buyer as necessary to facilitate required Importer Security Filing ("**ISF filing**"). Seller acknowledges that ISF filings must be made timely, and agrees to provide the necessary information to Buyer's designated agent no less than 72 hours before the goods are loaded onto the vessel at the port of departure. Seller shall provide all necessary information to Buyer's agent in the manner set forth from the Buyer. In the event the Buyer incurs any US CBP penalty for a late ISF filing due to the fault of the Seller, Seller shall reimburse Buyer for the penalty. The detailed ISF filing requirements are set forth at:

<https://www.cbp.gov/border-security/ports-entry/cargo-security/importer-security-filing-102>

(g) Invoice Sufficiency and Accuracy. Seller shall promptly cooperate with all requests for re-invoicing where the original invoice is determined to be inaccurate or incomplete against relevant legal requirements or compliance with this Agreement. All costs associated with re-invoicing and any required compliance remediation shall be borne by Seller when related to quantity or price discrepancies caused by the Seller. Storage charges incurred at customs associated with invoice inaccuracy and or non-existence invoice shall be covered by the Seller.

11. U.S. GOVERNMENT CONTRACTING

(a) Seller does not furnish to Buyer any covered telecommunications equipment or services within the meaning of 48 CFR 52.204-25, or furnish to Buyer any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical



technology as part of any system within the meaning of 48 CFR 52.204-25, as modified by the interim rule at 85 Fed. Reg. 42665, released July 14, 2020.

(b) Seller shall timely disclose to Buyer, in writing, whenever the Seller has credible evidence that a principal, employee, agent, or subcontractor of the Seller has committed a violation of the Civil False Claims Act or a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity in connection with the award, performance, or closeout of a government contract or any related subcontract. The individual making the report must be an officer or manager empowered to speak for the Seller.