

GENERAL CONDITIONS OF SALE CLIMATE & CONTROLS BENELUX B.V.

ARTICLE 1: DEFINITIONS

The following definitions apply to these general conditions:

Climate & Controls: Climate & Controls Benelux B.V. with its registered office at Papendorpseweg 83, Utrecht, Netherlands, and COC number: 28023950 and with an establishment at Alfons Gossetlaan 28 PO Box A, 1702 Dilbeek, Belgium, KBO VAT BE0844.775.176 and/or CIAT BELGIUM NV, with its registered office at Alfons Gossetlaan 28A, 1702 Dilbeek, KBO VAT BE0421.420.557 and with a branch, Climate & Controls Benelux B.V., Luxemburg Branch, at 2 Route de Remich, Mondorf-les-Bains, Luxemburg, B 228.612. Climate & Controls is a group entity of Carrier Global Corporation ("Carrier").

Customer: any (potential) other party of Climate & Controls in an agreement regarding the delivery of Products by Climate & Controls to Customer;

Product(s): movable property, services and works.

ARTICLE 2: GENERAL

- 2.1. These general conditions apply to all legal relationships in which C&C acts as the (potential) seller of Products.
- 2.2. In case of conflict between the Dutch text of the general conditions and the English or French translation thereof, the Dutch text shall always prevail.
- 2.3. Deviation from these general terms & conditions is only possible after written agreement between C&C and the Customer.
- 2.4. Applicability of the terms and conditions of Customer is hereby expressly rejected.

ARTICLE 3: OFFERS

- 3.1. Offers of C&C in any form whatsoever are without obligation, unless explicitly stated otherwise.
- 3.2. All offers are, unless otherwise agreed upon in writing, based on the execution of the agreement under normal (working) conditions and during normal working hours. If the execution does not take place under normal (working) conditions and during normal working hours, Customer shall compensate C&C for the additional costs involved.

ARTICLE 4: CONCLUSION OF THE AGREEMENT

- 4.1. An agreement is only concluded and C&C is only bound if an order of Customer has been confirmed by C&C by means of an order confirmation or as soon as C&C starts the execution thereof.
- 4.2. After the conclusion of the agreement in accordance with article 4.1, Customer cannot cancel an order unless with the prior written consent of C&C, resulting in a possible extra cost.
- 4.3. If more than one natural person or legal entity acts as Customer, they shall all be jointly and severally responsible towards C&C.
- 4.4. Customer may not transfer any of its rights or obligations towards C&C to third parties without the prior written consent of C&C, which will not unreasonably refuse such transfer.
- 4.5. All deliveries of Products by C&C on behalf of Customer that are not mentioned in the order confirmation shall be considered as additional work. C&C is at all times entitled to charge Customer for additional work separately at the usual prices or hourly rates. Customer accepts that additional work affects the delivery conditions stated in the order confirmation. The following shall in any case be considered as additional work:
 - working under difficult conditions and outside normal working hours;
 - vertical transport.

ARTICLE 5: OBLIGATIONS OF CUSTOMER

- 5.1. Customer shall ensure a correct and timely receipt and/or correct and timely execution of all deliveries and/or conditions necessary for installation of the Product and/or the correct functioning of the Product. All costs arising from the failure of Customer to fulfil these obligations shall be borne by Customer.
- 5.2. Without prejudice to article 5.1, Customer shall in any case at its own risk and expense ensure that:
 - a. C&C can start its work immediately after reaching the place of

installation and continue to do so during normal working hours and further outside normal working hours if C&C considers this necessary, provided C&C has informed Customer of this in good time;

- b. the necessary lockable storage areas for materials, tools and other items are made available and sufficient accommodation and/or facilities are provided for personnel of C&C, as required by applicable laws and regulations;
- c. the Products made available are present at the right place at the start of and during the set-up and installation activities and the place of installation is safely accessible to personnel, suppliers, materials and equipment;
- d. the necessary and usual auxiliary personnel, machines, the necessary hoisting, lifting and transport equipment, as well as scaffolding, tools and materials (including gas, water, electricity, steam and lighting) are made available to C&C and its subcontractors in good time and free of charge and at the right place;
- e. the necessary documents, including in particular permits are arranged in a timely and proper manner and all necessary safety and precautionary measures are taken and observed in order to comply with the safety regulations of C&C and the applicable laws and regulations;
- f. all materials and tools at work are insured against theft, fire, molestation and other risks;
- g. in the event that C&C carries out commissioning, the installation is ready for commissioning.

ARTICLE 6: PRICES

- 6.1. Unless explicitly agreed otherwise, the prices for the delivery of goods, free of charge, to the address of Customer in the Benelux are exclusive of VAT and exclusive of assembly and commissioning. For goods intended for export, the prices for delivery ex works apply.
- 6.2. All offers are based on the prices of materials and labour applicable at the time of the offer, on external factors - such as taxes, supplier prices, exchange rates, (raw) materials, freight costs, import duties, levies or other charges - as well as on execution under normal conditions and during normal working hours. If after the date of the offer one or more of the cost determining factors undergoes an increase - even if this occurs due to foreseeable circumstances - C&C is entitled to adjust the price accordingly.
- 6.3. Paragraphs 1 and 2 of this article shall apply accordingly to the charging of additional work.
- 6.4. Costs for the loading and unloading as well as the transport of (raw) materials, semi-finished products, models, tools and other items that are made available to Customer are not included in the price and shall be charged separately.

ARTICLE 7: DELIVERY

- 7.1. Delivery shall take place on the day stated in the order confirmation or in joint consultation, on the condition that all requirements of article 5 have been met and that Customer has fulfilled all other obligations. Delivery is understood to mean the making available of the Products loaded on the means of transport to Customer or the making available of the Products loaded on the means of transport to the nearest paved road of the delivery address indicated by Customer. In the case of the delivery of services, Delivery is understood to mean the moment at which the services are performed on site.
- 7.2. The delivery time is based on the circumstances known at the time the agreement was concluded. The agreed delivery time shall be observed as much as possible. If a delay should occur (i) as a result of a change in the intended circumstances or (ii) as a result of a delay in the delivery of Products ordered in time for the execution of the work, Customer and C&C agree in advance that the delivery period will be extended as necessary.
- 7.3. The delivery times given by C&C are purely indicative. C&C shall not be in default in the fulfilment of its contractual obligations, except after it has been declared in default in writing after

expiry of the agreed, or in accordance with article 7.2, postponed delivery term and has been granted a reasonable term for the fulfilment, within which C&C has failed to fill its obligations.

- 7.4.** Customer shall take receipt of the Products at the agreed delivery time and ensure that C&C is not delayed by work to be undertaken by Customer or by third parties. If Customer refuses, delays or fails to provide information or necessary instructions for delivery, the Products shall be stored at the risk and expense of Customer. Customer shall owe the storage costs and any additional costs. C&C reserves the right to send the invoice for the Products ready for delivery on the originally agreed delivery date. Customer shall pay this invoice within the payment term agreed in article 13.2.
- 7.5.** C&C is entitled to carry out the deliveries and/or services to be performed by it in parts and to invoice these parts separately.
- 7.6.** For determination of weight, size, number and composition of the delivered Products, the weightings, measurements, counts and analyses according to the methods used by C&C are determinative, except for proof to the contrary.

ARTICLE 8: RISK AND TRANSFER OF OWNERSHIP

- 8.1.** The Products and the related components shall be at the risk and expense of Customer from the moment of Delivery pursuant to article 7.1. Customer shall arrange the relevant insurance.
- 8.2.** Without prejudice to article 8.1, C&C reserves the ownership of Products delivered and to be delivered by it to Customer until Customer has fully complied with all (payment) obligations for all Products delivered or to be delivered pursuant to the agreement or all work performed or to be performed pursuant to the agreement and all claims due to failure to comply with such obligations.
- 8.3.** Without prejudice to all its other rights, C&C shall be irrevocably authorised by Customer, without requiring any notice of default or judicial intervention, to retrieve and take possession of the delivered Products that belong to C&C, if Customer has not timely fulfilled its (payment) obligations towards C&C. All costs incurred by C&C in connection with retrieving these Products shall be borne by Customer.

ARTICLE 9: GUARANTEE

- 9.1.** Term of the guarantee
Unless explicitly agreed otherwise in writing in advance, C&C shall provide the following guarantee on products that are new at the time of Delivery:
- guarantee for the duration of twelve (12) months after commissioning, with a maximum of eighteen (18) months from the date of Delivery.
 - for components and accessories delivered later, a guarantee applies for the duration of twelve (12) months after Delivery and for repair and maintenance work, the original guarantee period remains applicable or, if not applicable, a guarantee period for the duration of three (3) months from the date of Delivery.
- 9.2.** The guarantee obligation referred to in paragraph 1 shall lapse if one or more of the following circumstances arises:
- the defect is the result of incorrect commissioning by the Customer or by a third party;
 - Improper use or maintenance;
 - work on the Products was performed by Customer or third party without the written consent of C&C;
 - Customer has failed to fulfil any of its obligations under the agreement (including its payment obligation) and has not yet fulfilled its obligations within a reasonable period as set out in a reminder.
- 9.3.** The Products that reasonably qualify for repair or replacement shall at the election and request of C&C be returned by Customer to C&C.
- 9.4.** Repair and/or replacement of a part of the Product shall never extend the guarantee for the whole.
- 9.5.** Unless expressly agreed otherwise in writing, C&C shall only be obliged to comply with the guarantee obligations as stated in this article 9;
- if the installation is located in the Benelux;
 - if repair is possible within normal working hours. If the repair has to take place outside normal working hours, C&C is entitled to charge the related costs to Customer;
 - insofar as the installation is accessible for repairs by C&C

without special transport and if the necessary and usual auxiliary personnel, machines, the necessary hoisting, lifting and transport equipment, as well as scaffolding, tools and materials (including gas, water, electricity, steam and lighting) are made available to C&C and its subcontractors in good time and free of charge and at the right place.

- 9.6.** Scope of the guarantee as referred to in article 9.1: The guarantee gives the right to free repair (material and labour) of the defects. Within the framework of the right to repair of Customer, C&C shall determine and assess which measures and method(s) it deems most appropriate to fulfil its guarantee obligation and what is or is not part thereof. Customer shall immediately inform C&C if it is of the opinion that C&C would insufficiently fulfil its guarantee obligation in this respect.
- 9.7.** With regard to the scope of the guarantee with regard to components and accessories delivered later by C&C, however, the guarantee only consists of, at the discretion of C&C, refund of the invoice price to Customer or provision of a replacement component or accessory free of charge. Customer is not entitled to free repair.
- 9.8.** This applies to the scope of the guarantee with regard to Products intended for use on board ships, offshore installations or other seagoing objects:
- The guarantee only consists of C&C providing Customer with replacement components free of charge. The dismantling of defective components and replacing these with new components is at the risk and expense of Customer, unless explicitly agreed otherwise.
 - the replacement components will be made available FAS (incoterms 2010) Dutch port, or the nearest port of origin of the replacement component.

ARTICLE 10: COMPLAINTS

- 10.1.** If the Products do not comply with the agreement, C&C is only obliged to deliver the missing part, to replace or repair the delivered Products or to refund the price to Customer against return of the Products, at the discretion of C&C. Customer shall comply with instructions of C&C regarding the storage or return of the Products to be replaced or repaired.
- 10.2.** Customer shall upon Delivery of the Products check whether the Products comply with the agreement and identify any visible defects. Customer shall immediately following Delivery report such defects and non-conformities, failing which the Products shall be deemed to comply with the agreement upon Delivery and to be free of any visible defects.
- 10.3.** In the event that defects are not immediately visible on Delivery, Customer shall only be entitled to invoke the guarantee if it notifies C&C in writing and with reasons within as short a period as possible and certainly not later than 15 days after discovery thereof (or after the moment at which the defects should reasonably have been discovered). Under no circumstances is C&C liable for damage caused by Customer not immediately reporting any defects or by the further use of the Products while the defects were or should have been known.
- 10.4.** Products that C&C has delivered in accordance with an order will in principle not be taken back. In exceptional cases C&C may be prepared, as a goodwill gesture, and after consultation to take back unused standard components and/or accessories within one month after Delivery. In the event that the components and accessories are taken back as a goodwill gesture, they will in any case meet the following requirements: returned within one month of the invoice date, in original condition, packed in the original undamaged packaging, with accompanying original documentation and have an invoice price of more than 125 euro. If unused components and/or accessories are taken back, C&C shall in all cases charge Customer a return fee of 30% of the invoice value with a minimum of 75 euro.

ARTICLE 11: LIABILITY

- 11.1.** The provisions of this article apply notwithstanding any other provision and insofar as not in conflict with mandatory statutory provisions.
- 11.2.** Regardless of the legal basis on which a claim is based, C&C is only liable for compensation of damages up to the amount paid to C&C by Customer in respect of the Products that caused the damage, except in case of fraud, willful misconduct or gross negligence on the side of C&C.

- 11.3.** Regardless of the legal basis on which a claim is based, C&C is never liable for indirect/consequential damage, including - but not limited to - lost profits, losses suffered, missed orders and missed savings, damage as a result of liability towards third parties, damage as a result of exceeding the delivery period, damage as a result of production and/or business interruptions or stagnation, except in case of fraud, willful misconduct or gross negligence on the side of C&C. Insofar as these risks are insurable, Customer shall take out this insurance at its own expense.
- 11.4.** C&C may involve third parties in the execution of the agreement and is at all times entitled to invoke reasonable limitations of liability of these third parties towards Customer.
- 11.5.** C&C shall not be liable for:
- the infringement of patents, permits or other rights of third parties as a result of the use of material provided by or on behalf of Customer;
 - damage or loss, by whatever cause, of (raw) materials, semi-finished products, models, tools or other items made available by Customer.
- 11.6.** If C&C offers help and assistance - of whatever nature - with the installation, without having received an order to that effect, this shall take place at the risk of Customer.
- 11.7.** Customer shall be responsible and liable for the building part that is made available to C&C and/or for the adverse consequences of the condition of the place of installation and Customer shall compensate C&C for all damage that C&C may suffer as a result of errors in the building part and/or the condition of the place of installation for the Products to be delivered.

ARTICLE 12: FORCE MAJEURE

- 12.1.** Force majeure in these general conditions shall mean any circumstance that has arisen independently of the will of a party - of which it could not be expected at the time of the conclusion of the agreement that C&C should take such into account - and which permanently or temporarily prevents the execution of the agreement, such as: regulations issued or to be issued by the government that prevent or limit the use of the delivered or still to be delivered Products, shortage of raw materials and auxiliary materials for the production of the Products, shortage of labour, strikes, import, export and/or transit bans, transport problems, non-compliance with the obligations by suppliers of C&C or transport companies, production interruptions, natural and/or nuclear disasters, war and/or threat of war, terrorist actions and/or attacks, fire, riots and revolt.
- 12.2.** If the Delivery is delayed by more than two (2) months as a result of force majeure, both C&C and Customer shall be entitled to terminate the agreement with immediate effect by means of a written notice sent by registered mail to the other party, without being liable for damages.
- 12.3.** If force majeure occurs at the moment the agreement has already been partially executed, Customer shall be entitled, if the remainder of the Delivery is delayed by more than two (2) months as a result of that force majeure, either (i) to retain parts of the Products already delivered and pay the purchase price thereof, or (ii) to terminate the agreement, including the part already executed, by notice of termination, under the obligation to return to C&C the Products that have already been delivered for the risk and expense of Customer and on the condition that Customer can demonstrate that the part of the Products that has already been delivered can no longer be used effectively by Customer as a result of the non-delivery of the other Products.

ARTICLE 13: PAYMENT AND INVOICING

- 13.1.** Unless expressly agreed otherwise in writing, such as in the case of large projects or repair orders, invoicing shall take place 100% at Delivery. In the case of projects and major repair orders, invoicing shall take place as follows:
- 30% on granting the order;
 - 65% on Delivery; and
 - 5% on commissioning.
- The maintenance rate as agreed in the service or maintenance agreement shall be invoiced annually in advance.
- 13.2.** Payment shall be made within 30 days of the invoice date. In the event that the agreed payment term is exceeded, Customer shall, without prejudice to the other rights of C&C and without

prior notice of default being required, owe statutory interest (default interest) plus 5% on the outstanding invoice amount up to the time of payment in full. All unpaid invoices shall become immediately due and payable and all consequences of non-compliance shall take effect immediately.

- 13.3.** The obligations of Customer shall become immediately due and payable in the event of termination, (application for) bankruptcy or (application for) suspension or judicial reorganisation.
- 13.4.** Payment shall take place without any discount, suspension or setoff.
- 13.5.** All payments by Customer shall first be applied to reduce all costs and interest and damages due and then to those invoices that have been outstanding the longest, even if Customer indicates otherwise at the time of payment.
- 13.6.** If Customer is in default or fails to fulfil one or more of its obligations, all extrajudicial costs, explicitly including the costs incurred for drawing up and sending reminders, conducting settlement negotiations and other actions in preparation for possible legal proceedings, as well as all legal costs that C&C must incur, shall be at the expense of Customer. In that case, Customer shall owe at least 15% of the principal as extrajudicial costs. If C&C proves that more costs were incurred than were reasonably necessary, these will also be eligible for reimbursement.

ARTICLE 14: TERMINATION OF THE AGREEMENT

- 14.1.** If Customer fails to fulfil its obligations towards C&C under the agreement or in case of (application for) suspension of payment, (application for) judicial reorganisation, (application for) bankruptcy of Customer, Customer makes an arrangement with its creditors or takes other steps with a view to restructuring its debts, or otherwise control over its assets is restricted or lost, its business activities are discontinued or transferred to another country, or is liquidated or dissolved, C&C has the right to terminate the agreement in whole or in part with immediate effect, this without prejudice to all other rights to which it is entitled and without being held liable for damages.
- 14.2.** If the agreement is terminated under article 14.1 or by a court decision, C&C shall be entitled to full compensation. Unless C&C chooses to calculate the damage differently, the damage shall be fixed at the highest amount of the following amounts (without C&C being obliged to prove the existence of any loss or damage):
- 15% of the amount due in respect of the part of the agreement not yet executed when and insofar as none of the following situations applies,
 - 50% of the amount due in respect of the part of the agreement not yet performed when and insofar as it relates to the provision of services or, if higher, the amount corresponding to a notice period of 3 months if the services are provided on a regular basis,
 - 75% of the amount due in respect of the part of the agreement not yet performed that relates to the delivery of goods to be made to measure or specifically adapted for Customer.
- This does not affect the right of C&C to claim additional damages or performance from Customer. C&C shall be entitled to take back the Products that were delivered in connection with the not yet fully executed agreement against crediting the price that Customer has paid for them less all costs incurred by C&C.

ARTICLE 15: INTELLECTUAL PROPERTY

- 15.1.** The intellectual and industrial property rights to all Products delivered to Customer (including the associated data, documents and information) are vested in C&C. C&C has the exclusive right to disclosure, realisation and reproduction and Customer only has a non-exclusive right of use that is only granted subject to full payment of the price.

ARTICLE 16: PROCESSING PERSONAL DATA

- 16.1.** Carrier processes personal data as described in our privacy notice at Carrier.com. The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR), and take all reasonable commercial and legal steps to protect personal data. If Dealer provides Carrier with personal data, Dealer will ensure that it has the legal right

to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.

ARTICLE 17: INTERNATIONAL TRADE COMPLIANCE

17.1. International Trade Compliance: C&C is subject to applicable export controls and regulations promulgated from time to time by the Government of the United States of America, the European Union, and other governments and Customer will not cause C&C to breach these laws and shall provide any necessary assurances of compliance therewith to the extent required by C&C to comply with such controls and regulations. C&C shall not be deemed to be in breach or default of this Agreement because of compliance with any export control laws or regulations to which it is or may become subject. C&C may refuse to carry out any obligation under this Agreement, or to refuse any order placed under the agreement or suspend or terminate this Agreement with immediate effect if there is or could be a potential breach of laws, regulations or ethical rules applicable to C&C including, but not limited to, international trade compliance rules prohibiting sale of goods and services to certain countries, certain individuals or legal entities that are subject to international economic, financial or other sanction.

17.2. All offers will be made subject to the following cumulative suspensive conditions: (i) doing business with customer does not violate international trade law a positive outcome from the check in paragraph 1, and (ii) receipt by C&C of all necessary information about the transaction (including but not restricted to details of the Customer and end user), which shows that the transaction does not violate any legislation, regulations or ethical standards implemented by C&C, including but not restricted to legislation concerning international trade that prohibits the sale of goods and services to particular countries, individuals or legal persons that are subject to international economic, financial or other sanctions, without prejudicing C&C's right to claim all resulting damage from the Customer, and without the Customer being entitled to claim any form of compensation in the matter.

ARTICLE 18: CONSUMERS

- 18.1.** In principle, the Products are delivered to business customers (B2B). If, as an exception, an agreement is concluded with a consumer as a Customer, then the agreement with this consumer-Customer, including these general conditions, should be interpreted and, if necessary, moderated so that they do not affect the legal protection of the consumer.
- 18.2.** Notwithstanding article 21, the court of the consumer's place of residence shall at all times be competent to hear disputes arising from or in connection with the agreement, in accordance with consumer law.

ARTICLE 19: PARTIAL NULLITY / CONVERSION

- 19.1.** If any provision of the general conditions or the agreement is invalid, illegal, not binding or not enforceable, the other provisions shall remain in force. The parties will do everything possible to reach agreement on a new provision that deviates as little as possible from the invalid, unlawful, non-binding or unenforceable provision, taking into account the content and purpose of these general conditions and the agreement.

ARTICLE 20: APPLICABLE LAW

- 20.1.** All legal relationships between C&C and Customer are governed by Dutch law (or Belgian law if Customer is established in Belgium and Delivery takes place in Belgium), with the exception of the Vienna Sales Convention and other private international law provisions that would lead to the applicability of any other law.

ARTICLE 21: DISPUTES

- 21.1.** The competent court in Utrecht has exclusive jurisdiction to hear all disputes that may arise between C&C and Customer arising from or in connection with (the execution of) the agreement as well as in connection with these general conditions. If in accordance with the previous article Belgian law is applicable, then the Belgian court has exclusive jurisdiction.

Utrecht, November 2020