

## **TERMS AND CONDITIONS OF SALE**

### **KIDDE-FENWAL, LLC Standard Terms and Conditions of Sale (Kidde Fire Systems)**

All sales of goods by KIDDE-FENWAL, LLC ("Seller") to the purchaser identified in the applicable quotation, sales order, order acknowledgement, or other ordering document ("Buyer") are governed exclusively by the following KIDDE-FENWAL, LLC Standard Terms and Conditions of Sale (these "Terms and Conditions"). Each sale of goods is subject to and conditioned upon Buyer's acceptance of these Terms and Conditions. As used herein, "Contract" means these Terms and Conditions, together with all quotes, proposals, order acknowledgements, purchase orders and supply agreements between Seller and Buyer, and any documents incorporated by reference herein.

1. Acceptance. UNLESS ACCEPTED BY SELLER IN WRITING, TERMS ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED OR REFERRED TO IN BUYER'S PURCHASE ORDERS, OR OTHERWISE PROVIDED BY BUYER TO SELLER, ARE DEEMED MATERIAL, ARE REJECTED, AND SHALL NOT BE DEEMED TO BE INCLUDED IN THE CONTRACT. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDERS IS EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS MAY NOT BE ALTERED, AMENDED, WAIVED, OR MODIFIED EXCEPT IN WRITING, SIGNED BY DULY AUTHORIZED REPRESENTATIVES OF SELLER. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER OR COMMENCEMENT OF PERFORMANCE SHALL NOT CONSTITUTE ACCEPTANCE OF ANY OTHER TERMS PROPOSED BY BUYER. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's (i) receipt of Seller's order acknowledgment without written objection being provided by Buyer to Seller with 5 days after such receipt, (ii) instruction to Seller, whether or not in writing, to commence work or to ship any goods in accordance with Buyer's purchase order, or (iii) acceptance of all or any part of the goods ordered. Seller may commence performance in reliance upon Buyer's acceptance of these Terms and Conditions. THESE TERMS AND CONDITIONS SHALL NOT BE SUBJECT TO A 'BATTLE OF FORMS' AS DESCRIBED IN §2-207 OF THE UNIFORM COMMERCIAL CODE.

2. Warranty. Subject to the below, Seller warrants that all goods materially conform to the written specifications provided by Seller for a period of thirty-six (36) months after shipment (the "Warranty"). Notwithstanding the foregoing, the warranty period for the following goods shall be as follows: (a) Vehicle Suppression components, Low Pressure CO2 Tanks and REL-iON Sensors: 12 months after shipment; and (b) Honeywell products: 24 months after shipment. Seller will not be liable for any breach of the warranties set forth in this Section 2 if due to or arising from, in whole or in part: (i) any use of the goods in a manner or environment not contemplated by Seller and Buyer at the time of Seller's delivery of such goods to Buyer; (ii) Buyer's failure to follow any instructions of Seller regarding the storage, installation, commissioning, use or maintenance of the goods; or (iii) any modification, damage, misuse, or repair of the goods without Seller's prior written consent. The warranties contained herein for Seller's goods and services are subject to the Seller's intended use of such goods and services, which means that systems purchased from Seller must include all system components as defined in the Seller's manuals. Therefore, Buyer shall purchase complete systems from Seller, which may be on a single order or on multiple related sales orders. For the avoidance of doubt, pipes and fittings, wiring, conduits and certain electrical boxes are not considered system components. Interfacing and mixing of components not sourced from Seller with Seller's components to complete any system as defined in Seller's manuals shall be considered a misapplication of Seller's product. Such misapplication voids all warranties, expressed or implied. Seller expressly disclaims all responsibility and liability towards its authorized customers, end users, and any other third parties for any losses or damages (including direct and indirect damages) arising from Buyer's intermixing of any non-Seller components not specifically referenced in Seller's manuals. Seller assumes no responsibility or liability for the adequacy of any design, specification, drawing, or material furnished or specified by the Buyer. Warranty claims shall be made to Seller within 30-days of the alleged defect. The claim shall be made in the form of a Return Material Authorization number assigned by the Seller. It shall be the sole responsibility of Buyer and Buyer's end-user to verify with Seller whether a particular party is an authorized customer/dealer of Seller prior to engaging such party to perform maintenance, refill, repair or service on any goods or parts provided hereunder. Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices by competent personnel. In the event that any services fail to comply with the foregoing standard within a ninety (90) day period from the date such services are completed, Seller will, at its option, provided it is promptly notified in writing upon the discovery of such failure, either re-perform such non-complying services at no additional charge or refund to Buyer all fees theretofore paid by Buyer with respect to such non-complying services. The foregoing remedies are the sole and exclusive remedies for any breach of Seller's Warranty for goods or any services warranty. EXCEPT AS SET FORTH IN THIS SECTION 2, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

3. Delivery Terms. Unless otherwise agreed by Seller in writing, all shipments made by Seller shall be ExWorks (Incoterms 2020) Seller's plant in Ashland, Massachusetts, or Seller's designated ExWorks delivery point (e.g., Seller's warehouse), and any Delivery Charges (as defined below) shall be separately invoiced and paid as billed. Buyer's failure to pay for any delivery when due shall constitute a material breach of the Contract and shall excuse Seller from making further deliveries to Buyer. Seller's delay in delivery of any goods shall not relieve Buyer of its obligation to accept all remaining deliveries. Notwithstanding the foregoing, except as otherwise agreed to by Seller in writing, Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage, tariffs, excise taxes, and similar charges ("Delivery Charges") and all such charges shall be for the account of Buyer and shall be paid by Buyer when due. If Delivery Charges are included in the price of the goods, any increases in rates and any additional costs incurred in excess of such Delivery Charges, which are incurred after the effective date of the Contract, shall also be for the account of and paid for by Buyer. Seller reserves the right to make partial shipments and can invoice Buyer for such partial shipment. Shipments located in Seller's warehouse are not considered to be on shipment hold unless Seller advises Buyer of a shipment hold in writing. Title to all goods sold hereunder shall pass to Buyer upon payment for such goods, and risk of loss or damage to the goods shall pass to Buyer upon pickup by the carrier at the port of origin. BUYER IS RESPONSIBLE FOR OBTAINING ADEQUATE INSURANCE COVERAGE FOR THE GOODS IN TRANSIT – THIS INCLUDES CONSULTING WITH AN INSURANCE BROKER/PROFESSIONAL AS NEEDED TO ENSURE ADEQUATE COVERAGE. Buyer is responsible for addressing lost or damaged shipments with the shipper, which includes liaising with the relevant insurance carriers.

4. Delivery Claims. Unless specifically agreed to in writing by Seller, any weights and quantities provided in the Contract are approximate and are intended as estimates only. It is understood and agreed that the actual quantities shipped may be up to either ten percent (10%) more or ten percent (10%) less than the estimated quantities stated in the Contract, and such variation shall be deemed acceptable by both parties. Any quantities of goods delivered in excess of or less than the quantity specified in a purchase order will not be considered a breach of the Contract. Any such excess or lesser quantities must either be (i) accepted by Buyer subject to an equitable adjustment in price; or (ii) as it relates to excess quantities, rejected by Buyer, in writing, within ten (10) days following the date of delivery of the goods by Seller.

All goods must be inspected by Buyer and either accepted or rejected, and any and all claims for any damage, breach of Warranty, defect or shortage in deliveries must be made by Buyer within 90 days following the date of delivery of such goods by Seller (the "Inspection Period"). All bona fide claims of any nature must be made by Buyer in writing and received by Seller, no later than the last day of the Inspection Period, via registered or certified mail (a "Deficiency Claim"). In the absence of a timely Deficiency Claim, or upon Buyer's payment for all or any portion of the goods, Buyer will be deemed to have irrevocably accepted the goods without reservation.

A Deficiency Claim must state with particularity the nature of the claim and shall be accompanied by applicable dock delivery receipt(s), inland bill(s) of lading and/or truck receipt(s) together with such other documents and information as Seller may reasonably request from Buyer (collectively, "Documentary Support"). Buyer's failure to furnish Documentary Support shall constitute an absolute bar to any claim. Full access to Buyer's facilities at any reasonable time shall be provided to Seller and/or its designee and insurer for inspection and investigation of any Deficiency Claim. Buyer will fully cooperate with any such inspection or investigation. In the event that a timely and bona fide Deficiency Claim is made in accordance with the terms hereof, Seller shall have the right, at its sole option, and as Buyer's sole and exclusive remedy, to either replace the goods or provide a refund or credit to Buyer therefor, and Seller shall have no further liability with respect to the goods or their use. Goods may be returned only with the prior written authorization of Seller in its sole discretion; it being understood, without limiting the generality of the foregoing, that Custom Goods may never be returned. "Custom Goods" are defined as goods that have been manufactured, filled, calibrated, drilled, or otherwise procured specifically for (i) the purpose of supplying Buyer the goods under the applicable Buyer purchase order, and (ii) Buyer's use in a custom application which may or may not be usable in the same conditions by a third party without modification. Seller will refuse to accept any goods returned to it without a valid Returned Material Authorization number assigned by Seller. All goods returned to Seller must be shipped with shipping charges prepaid.

5. Cancellation. Notwithstanding Seller's acknowledgment of a purchase order, fulfillment of a purchase order is subject to final approval by Seller, and prior to shipment Seller may in its sole discretion, cancel any purchase order, or part thereof, for any or no reason. In the event of a shortage of supply or other relevant reasons, Seller reserves the right to limit supply of goods among orders in its sole discretion. For goods that are not Custom Goods, where Seller has increased the price of such goods on a given purchase order, Buyer may cancel such purchase order (or relevant part of the purchase order) within 5 business days of written

notification of such price increase by Seller. Except as set forth above, purchase orders may not be canceled by Buyer without Seller's prior written consent. For the avoidance of doubt, Custom Goods purchase orders cannot be cancelled by Buyer – they can only be deferred or modified as set forth in this Section 5. Such Custom Goods purchase orders may be deferred or modified prior to shipment upon at least forty-five (45) days prior written notice and upon Seller's prior written consent, subject to any adjustment in price or charge for work already in progress as may be determined by Seller in its sole discretion.

6. Freight-Forwarding; Storage. Without limiting the foregoing, Buyer acknowledges and agrees that, for any international or domestic shipments that involve a third-party freight forwarder, Buyer agrees to cause the goods to be shipped and provide all Seller-requested freight forwarder information within seven (7) days of notification from Seller that the goods are ready for shipment. In addition, Seller may place in storage any goods for which (a) an order has been deferred by the Buyer or (b) shipment is delayed by Buyer's inability or unwillingness to receive the goods, including Buyer's failure to secure carriage for the goods or provide all requested freight forwarder information in accordance with the preceding sentence. Such storage by the Seller shall be for Buyer's account at Buyer's expense and the goods so stored shall be at Buyer's risk while stored. The Seller shall be entitled to invoice the Buyer when Seller is ready to ship the goods if there is a delay in shipment as a result of Buyer's delay or failure to provide necessary information or secure a freight forwarder.

7. Payment. Unless otherwise agreed to by Seller in writing, payment terms are net thirty (30) days from date of invoice. For international orders outside North America, unless approved otherwise, terms of payment shall be by satisfactory irrevocable letter of credit or advance payment prior to shipment as Seller may elect. Interest will be charged on all past due balances at a rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lower. Pro rata payments shall become due as shipments are made. If shipments are delayed by Buyer, payments shall become due on the date when Seller is prepared to make shipment. If the work to be performed hereunder is delayed by Buyer, payments shall be made based on the purchase price and the percentage of completion. Shipments held for Buyer shall be at the risk and expense of Buyer. If the financial condition of Buyer at any time does not, in the judgment of Seller, justify continuance of the work to be performed, Seller may require full or partial payment in advance or shall be entitled to cancel any purchase order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. The rights of Seller contained in this Section 7 are in addition to all rights available to Seller at law or in equity. Buyer waives any right it may have, whether under contract, at law or in equity, to setoff, recoupment, or reduction of its payment obligations to Seller.

8. Taxes. The price listed on any invoice or quotation is exclusive of all taxes, assessments, shipping, and any other charges. All sales, use, excise, services, value added tax, goods or services tax, tariffs and similar taxes and charges (including any increases therein effective subsequent to the effective date of the Contract) (the "Taxes") which Seller may be required to pay or collect with respect to the goods covered by the Contract shall be promptly paid by Buyer, or, at Seller's option, paid by Seller and reimbursed to Seller by Buyer except to the extent otherwise required by law. Buyer's failure to pay any Taxes will be considered a material breach of the Contract. All Taxes and duties of any kind levied by any federal, state, municipal, foreign, or other governmental authority which Seller is required to collect or pay with respect to the production, sale, purchase, importation, delivery, storage, processing, use, consumption, or shipment of goods sold under the Contract shall be the responsibility of Buyer. Buyer agrees to pay and to indemnify, hold harmless and defend Seller from all such Taxes and duties, and to reimburse Seller for any such payments made by Seller. Buyer hereby affirms that it is purchasing the Seller's goods referenced herein for resale, and/or that Buyer is not the end user of the goods, so as to be exempt from any otherwise applicable sales tax.

9. Changes. All purchase orders are non-refundable and non-cancelable. Any changes requested by Buyer to the Contract shall not be effective unless accepted by Seller in writing. All such changes are subject to a written change order executed by both parties, which shall include an equitable adjustment in the price, delivery schedule, or other terms as necessary to reflect the impact of the change. If Seller does not agree to implement a requested change, the parties shall continue to perform under the Contract without any changes.

10. Termination. In addition to any other rights afforded to Seller under the Contract and by law, Seller may terminate all or any part of a Contract upon written notice and without liability to Buyer, and may recover damages from Buyer, in the following circumstances: (i) Buyer repudiates, breaches or threatens to breach any of the terms of the Contract; (ii) Buyer becomes insolvent, files for bankruptcy or similar relief or has a bankruptcy or similar proceeding commenced against it, liquidates or dissolves, or makes an assignment; or (iii) Buyer fails to timely remit to Seller any payment due under the Contract. Any termination by Seller in accordance with this Section 10 shall not relieve or release Buyer of its obligations to timely pay to Seller the full price for all goods delivered by Seller to Buyer in such quantities as ordered by Buyer prior to the effective date of such termination, as well as for all work in process and materials ordered in contemplation of Buyer's orders as of the effective date of such termination. Without limiting the foregoing, Seller may terminate all or any part of a Contract at any time without liability to Buyer upon thirty (30) days' written notice to Buyer.

11. Assurances. In the event that Seller has reasonable grounds for insecurity with respect to Buyer's continued performance under the Contract, Seller may, in writing, demand adequate assurance of such performance from Buyer. After receipt of such demand, Buyer's failure, within a reasonable period of time under the circumstances (not to exceed ten (10) days), to provide assurances adequate under the circumstances will be deemed a breach of this Contract by Buyer which entitles Seller to terminate immediately.

12. Non-Payment. In addition to all other rights provided to Seller under the Contract and by applicable law, Seller shall have the right to withhold deliveries of all or any portion of the goods covered by the Contract in the event Buyer fails to make any payment when due to Seller or is otherwise in breach of any Contract between Buyer and Seller. Any such action by Seller shall not release Buyer from its obligations to timely pay to Seller the full price for all goods in the quantities ordered by Buyer prior to the effective date of Seller's withholding of such deliveries.

13. Change of Control. If, at any time, a Change of Control (as defined below) occurs with respect to Buyer, Seller shall have the right to terminate the Contract without liability to Buyer. "Change of Control" means (i) the sale, lease, exchange or transfer, in one or a series of related transactions, of all or substantially all of the assets of Buyer, or Buyer's entry into an agreement regarding the foregoing or (ii) the acquisition by any Person (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934) of more than 50% of the total voting power of the outstanding voting stock of Buyer. Any termination by Seller in accordance with this Section 13 shall not relieve or release Buyer of its obligations to timely pay to Seller the full price for all goods delivered by Seller to Buyer in such quantities as ordered by Buyer prior to the effective date of such termination, as well as for all work in process and materials ordered in contemplation of Buyer's orders as of the effective date of such termination.

14. Assignment. Buyer may not assign any of its rights or delegate any of its obligations under the Contract without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 14 is null and void. No permitted assignment or delegation shall relieve Buyer of any of its obligations under any Contract. Seller may, upon written notice to Buyer, assign, subcontract or delegate its rights or obligations under any Contract to one or more subcontractors, assignees or other third-party.

15. Security Interest. Buyer grants Seller a continuing purchase money security interest in all goods delivered until payment in full for such goods is received. Buyer shall fully cooperate in the preparation, signing and filing of any documents deemed necessary by Seller to substantiate or perfect Seller's security interest. Seller shall be authorized to execute and file any such documents on Buyer's behalf in any jurisdictions.

16. Confidentiality. Buyer acknowledges that all information provided by or on behalf of Seller or otherwise accessed by Buyer hereunder (including drawings, intellectual property, specifications, price lists, pricing, special discounts or other documents prepared by Seller for Buyer in connection with the Contract) is and shall remain the exclusive property of Seller. Buyer will treat all such information as confidential will not disclose any such information to any other person, including its affiliates and representatives, or use such information itself for any purpose other than performing the Contract, unless Buyer obtains Seller's prior written permission

Buyer shall take all reasonable measures to protect against the unauthorized disclosure of such information using at least the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Buyer shall immediately notify Seller of any unauthorized disclosure or use of such information. Upon Seller's written request, Buyer shall promptly return or destroy all confidential information, including all copies, summaries, and extracts thereof, and certify in writing to Seller that such return or destruction has been completed. The confidentiality obligations set forth in this section shall survive the termination or expiration of the Contract. In the event of any breach or threatened breach of this section by Buyer, Seller shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity, in addition to any other rights or remedies Seller may have under the Contract. Buyer acknowledges that any breach or threatened breach of this section may cause irreparable harm to Seller for which monetary damages may be inadequate, and that Seller shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law, in equity, or under the Contract.

17. Intellectual Property. Seller retains sole ownership of all right, title and interest in and to intellectual property rights relating to the goods, including but not limited to any patent, know-how, trade secret, trademark, service mark, copyright, or other intellectual property right, regardless of whether such rights are conceived solely by Seller's employees, jointly by Seller's and Buyer's employees, or otherwise arise in connection with the supply of the goods ("Seller's Intellectual Property Rights"). For the avoidance of doubt, all intellectual property created in connection with the goods shall be the exclusive property of Seller. Buyer shall not challenge, contest, or otherwise impair Seller's ownership or rights in Seller's intellectual property rights, nor assist any third party in doing so.

18. Software License. "Software" shall mean any proprietary software of Seller provided for the ordinary operation of the Seller goods, any optional software to enhance the operation of the Seller products and any upgrades or revisions of the same provided by Seller in fulfillment of this order or at Buyer's request in relation to Seller goods. Buyer is granted a limited license for any Software and related user documentation delivered by Seller whether as part of any product or provided separately. This limited license allows Buyer to: a) use the Software and user documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with the particular goods intended for use with such software as supplied by, Seller and b) in accordance with the terms of any end user license agreements or other license terms and conditions that may be included with the Software. Buyer may not distribute copies of Software or documentation to others. Buyer may not decompile, reverse-engineer, disassemble, or otherwise reduce the Software to human-perceivable form or create derivative works.

19. Indemnity.

a. In the event of Buyer's failure to fulfill any of its obligations hereunder, Buyer shall promptly indemnify, defend, hold harmless and reimburse Seller for all costs and expenses incurred by Seller in enforcing its rights under the Contract and in recovering any and all resulting damages incurred by Seller, and all attorney's and other professional's fees, costs and expenses incurred by Seller, with respect to any arbitration, litigation, or collection action (including all appeals), and the enforcement of any arbitration award or judgment.

b. Without limiting the foregoing, to the extent that Seller's goods will be used in a nuclear facility, Buyer hereby releases and agrees to save Seller and its subcontractors and vendors harmless from claims, liability, or exposure occasioned by injury to, or death of any person, or loss of, damage to or loss of use of property caused by, or arising, in any manner, out of a "nuclear incident", as defined in the Atomic Energy Act of 1954 as amended, whether alleged to arise out of breach of contract, tort (including negligence), warranty, strict liability, or otherwise. Buyer shall, at its cost, secure and maintain in force insurance protection (in which Seller and its subcontractors and vendors by name or description are additional insured or beneficiaries of waivers of subrogation) against liability or loss arising out of or arising from a nuclear incident (as defined above), including the following:

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

(ii) A government indemnity agreement with the Nuclear Regulatory Commission pursuant to Subsection 170 (c) of the Atomic Energy Act of 1954, as amended. The insurance and indemnities required above shall be maintained in effect as to each unit on the site from the day nuclear fuel is first shipped to the site at which such unit shall be located and shall continue in effect, to the extent the same is available, for so long as such unit is operated or there is any chance of a nuclear incident.

20. Force Majeure. Seller shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; changes in applicable law or regulation; strikes or other labor disturbances regardless of whether or not Seller is capable of settling such strike or disturbance; mill conditions; temporary or permanent mill closures; equipment failures; inability to obtain fuel, material, or parts; war; acts of terrorism; riots; delays in transportation; epidemics, pandemics; actions of any governmental, environmental or regulatory authority in any jurisdiction where the goods are being produced, delivered, or used; governmental declarations of emergency; floods; fires; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which was a basic assumption on which the Contract was made.

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

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

23. Compliance With Laws. Buyer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the goods, services and/or the services contemplated or provided under these Terms and Conditions, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder. Further, Buyer specifically agrees to comply with all relevant environmental regulations as they apply both in the United States of America and in whatever subject jurisdiction Buyer may be importing goods and/or materials into. For example, Buyer agrees to maintain and share with Seller all necessary documentation relating to HFCs/greenhouse gases for reporting purposes under U.S. law, and any other applicable environmental regulations.

24. LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) SELLER SHALL NOT BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT,

THE GOODS AND SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF SELLER'S OBLIGATIONS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR

RELATING TO THE CONTRACT, THE GOODS AND SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF SELLER'S OBLIGATIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER FOR THE SPECIFIC GOODS OR SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND SHALL SURVIVE THE EXPIRATION, TERMINATION, OR CANCELLATION OF THE CONTRACT. Any claim or cause of action by Buyer arising out of or relating to the Contract, the goods, or the performance or non-performance of Seller's obligations must be brought within ninety (90) days after the date on which Buyer discovers, or should have discovered, the facts giving rise to such claim or cause of action. Any claim not brought within such period shall be deemed irrevocably waived by Buyer, and Seller shall have no liability whatsoever with respect thereto.

25. General. If any term, covenant, warranty, section, clause, condition or provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof, or the application of such term, covenant, warranty, section, clause, condition or provision to

persons or circumstances other than those to which it is held invalid or unenforceable, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby; and these Terms and Conditions shall be construed in all respects as if such invalid, void or unenforceable provisions, etc., were omitted. These Terms and Conditions together with the Contract, supersede all prior and contemporaneous oral or written understandings, offers, negotiations, representations or agreements between the parties and contains the full and complete agreement between the parties relating to the subject matter hereof. The failure of Seller at any time to require performance by Buyer of any provision of this Contract will in no way affect Seller's right to require such performance at any time thereafter, nor will the waiver by Seller of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision under any Contract between Buyer and Seller. All rights and remedies provided to Seller herein are cumulative and in addition to any other rights or remedies available at law or in equity. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of any provision hereof. Each party is and shall remain an independent contractor with respect to the other, and neither party shall have any authority to bind or obligate the other in any manner whatsoever. The Contract shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to any choice of law principles which would require the application of the law of any other jurisdiction. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded from the Contract. Each party is and shall remain an independent contractor with respect to the other, and neither party shall have any authority to bind or obligate the other in any manner whatsoever.

(Kidde Fire Systems 2025 Rev FB)

## TERMS AND CONDITIONS OF SALE

### KIDDE-FENWAL, LLC Standard Terms and Conditions of Sale (Fenwal Controls)

All sales of goods by KIDDE-FENWAL, LLC ("Seller") to the purchaser identified in the applicable quotation, sales order, order acknowledgement, or other ordering document ("Buyer") are governed exclusively by the following KIDDE-FENWAL, LLC Standard Terms and Conditions of Sale (these "Terms and Conditions"). Each sale of goods is subject to and conditioned upon Buyer's acceptance of these Terms and Conditions. As used herein, "Contract" means these Terms and Conditions, together with all quotes, proposals, order acknowledgements, purchase orders and supply agreements between Seller and Buyer, and any documents incorporated by reference herein.

1. **Acceptance.** UNLESS ACCEPTED BY SELLER IN WRITING, TERMS ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED OR REFERRED TO IN BUYER'S PURCHASE ORDERS, OR OTHERWISE PROVIDED BY BUYER TO SELLER, ARE DEEMED MATERIAL, ARE REJECTED, AND SHALL NOT BE DEEMED TO BE INCLUDED IN THE CONTRACT. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDERS IS EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS MAY NOT BE ALTERED, AMENDED, WAIVED, OR MODIFIED EXCEPT IN WRITING, SIGNED BY DULY AUTHORIZED REPRESENTATIVES OF SELLER. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER OR COMMENCEMENT OF PERFORMANCE SHALL NOT CONSTITUTE ACCEPTANCE OF ANY OTHER TERMS PROPOSED BY BUYER. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's (i) receipt of Seller's order acknowledgment without written objection being provided by Buyer to Seller with 5 days after such receipt, (ii) instruction to Seller, whether or not in writing, to commence work or to ship any goods in accordance with Buyer's purchase order, or (iii) acceptance of all or any part of the goods ordered. Seller may commence performance in reliance upon Buyer's acceptance of these Terms and Conditions. THESE TERMS AND CONDITIONS SHALL NOT BE SUBJECT TO A 'BATTLE OF FORMS' AS DESCRIBED IN §2-207 OF THE UNIFORM COMMERCIAL CODE.

2. **Warranty.** Subject to the below, Seller warrants that all goods materially conform to the written specifications provided by Seller for a period of thirty-six (36) months after shipment (the "Warranty"). Notwithstanding the foregoing, the warranty period for the following goods, as identified by the applicable product codes set forth below, shall be as follows:

<u>Product Type</u>	<u>Product Description</u>	<u>Product Code</u>	<u>Warranty Period commencing on the date of manufacture</u>
Mechanical Temperature Controls	THERMOSWITCH Temperature Controllers, Snap Disc Thermostats, DETECT-A-FIRE, Unit Fire Detector	01, 03, 08, 11, 12, 34	24 months
Gas Train Controls & Accessories	Gas Ignition Controls, Electrodes, Harnesses and Cables	35, 05, 22	36 months
Mechanical Controls	Aerospace Products	02, 07, 18, 20	12 months

Seller will not be liable for any breach of the warranties set forth in this Section 2 if due to or arising from, in whole or in part: (i) any use of the goods in a manner or environment not contemplated by Seller and Buyer at the time of Seller's delivery of such goods to Buyer; (ii) Buyer's failure to follow any instructions of Seller regarding the storage, installation, commissioning, use or maintenance of the goods; (iii) any modification, damage, misuse, or repair of the goods without Seller's prior written consent; or (iv) any incorporation of the goods into other products or systems. Warranty claims shall be made to Seller within 30-days of the alleged defect. The claim shall be made in the form of a Return Material Authorization number assigned by the Seller. EXCEPT AS SET FORTH IN THIS SECTION 2, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED AND EXCLUDED. WITHOUT LIMITING THE FOREGOING, SELLER MAKES NO WARRANTIES RELATING TO THE SUITABILITY OF THE GOODS TO OPERATE WITH OTHER GOODS, SYSTEMS, OR EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE COMPATIBILITY OR PERFORMANCE OF THE GOODS WHEN USED IN COMBINATION WITH OTHER PRODUCTS NOT SUPPLIED BY SELLER.

3. **Delivery Terms.** Unless otherwise agreed by Seller in writing, all shipments made by Seller shall be ExWorks (Incoterms 2020) Seller's plant in Ashland, Massachusetts, or Seller's designated ExWorks delivery point (e.g., Seller's warehouse), and any Delivery Charges (as defined below) shall be separately invoiced and paid as billed. Buyer's failure to pay for any delivery when due shall constitute a material breach of the Contract and shall excuse Seller from making further deliveries to Buyer. Seller's delay in delivery of any goods shall not relieve Buyer of its obligation to accept all remaining deliveries. Notwithstanding the foregoing, except as otherwise agreed to by Seller in writing, Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage, tariffs, excise taxes, and similar charges ("Delivery Charges") and all such charges shall be for the account of Buyer and shall be paid by Buyer when due. If Delivery Charges are included in the price of the goods, any increases in rates and any additional costs incurred in excess of such Delivery Charges, which are incurred after the effective date of the Contract, shall also be for the account of and paid for by Buyer. Seller reserves the right to make partial shipments and can invoice Buyer for such partial shipment. Shipments located in Seller's warehouse are not considered to be on shipment hold unless Seller advises Buyer of a shipment hold in writing. Title to all goods sold hereunder shall pass to Buyer upon payment for such goods, and risk of loss or damage to the goods shall pass to Buyer upon pickup by the carrier at the port of origin. BUYER IS RESPONSIBLE FOR OBTAINING ADEQUATE INSURANCE COVERAGE FOR THE GOODS IN TRANSIT – THIS INCLUDES CONSULTING WITH AN INSURANCE BROKER/PROFESSIONAL AS NEEDED TO ENSURE ADEQUATE COVERAGE. Buyer is responsible for addressing lost or damaged shipments with the shipper, which includes liaising with the relevant insurance carriers.

4. **Delivery; Deficiency Claims.** Unless specifically agreed to in writing by Seller, any weights and quantities provided in the Contract are approximate and are intended as estimates only. It is understood and agreed that the actual quantities shipped may be up to either ten percent (10%) more or ten percent (10%) less than the estimated quantities stated in the Contract, and such variation shall be deemed acceptable by both parties. Any quantities of goods delivered in excess of or less than the quantity specified in a purchase order will not be considered a breach of the Contract. Any such excess or lesser quantities must either be (i) accepted by Buyer subject to an equitable adjustment in price; or (ii) as it relates to excess quantities, rejected by Buyer, in writing, within ten (10) days following the date of delivery of the goods by Seller.

All goods must be inspected by Buyer and either accepted or rejected, and any and all claims for any damage, breach of Warranty, defect or shortage in deliveries must be made by Buyer within 90 days following the date of delivery of such goods by Seller (the "Inspection Period"). All bona fide claims of any nature must be made by Buyer in writing and received by Seller, no later than the last day of the Inspection Period, via registered or certified mail (a "Deficiency Claim"). In the absence of a timely Deficiency Claim, or upon Buyer's payment for all or any portion of the goods, Buyer will be deemed to have irrevocably accepted the goods without reservation.

A Deficiency Claim must state with particularity the nature of the claim and shall be accompanied by applicable dock delivery receipt(s), inland bill(s) of lading and/or truck receipt(s) together with such other documents and information as Seller may reasonably request from Buyer (collectively, "Documentary Support"). Buyer's failure to furnish Documentary Support shall constitute an absolute bar to any claim. Full access to Buyer's facilities at any reasonable time shall be provided to Seller and/or its designee and insurer for inspection and investigation of any Deficiency Claim. Buyer will fully cooperate with any such inspection or investigation. In the event that a timely and bona fide Deficiency Claim is made in accordance with the terms hereof, Seller shall have the right, at its sole option, and as Buyer's sole and exclusive remedy, to either repair the goods, replace the goods or provide a refund or credit to Buyer therefor, and Seller shall have no further liability with respect to the goods or their use. Goods may be returned only with the prior written authorization of Seller in its sole discretion; it being understood, without limiting the generality of the foregoing, that Custom Goods may never be returned. "Custom Goods" are defined as goods that have been manufactured, filled, calibrated, drilled, or otherwise procured specifically for (i) the purpose of supplying Buyer the goods under the applicable Buyer purchase order, and (ii) Buyer's use in a custom application which may or may not be usable in the same conditions by a third party without modification. Seller will refuse to accept any goods returned to it without a valid Returned Material Authorization number assigned by Seller. All goods returned to Seller must be shipped with shipping charges prepaid.

5. **Cancellation.** Notwithstanding Seller's acknowledgment of a purchase order, fulfillment of a purchase order is subject to final approval by Seller, and prior to shipment Seller may in its sole discretion, cancel any purchase order, or part thereof, for any or no reason. In the event of a shortage of supply or other relevant reasons, Seller reserves the right to limit supply of goods among orders in its sole discretion. For goods that are not Custom Goods, where Seller has increased the price of such goods on a given purchase order, Buyer may cancel such purchase order (or relevant part of the purchase order) within 5 business days of written notification of such price increase by Seller. Except as set forth above, purchase orders may not be canceled by Buyer without Seller's prior written consent. For the avoidance of doubt, Custom Goods purchase orders

cannot be cancelled by Buyer – they can only be deferred or modified as set forth in this Section 5. Such Custom Goods purchase orders may be deferred or modified prior to shipment upon at least forty-five (45) days prior written notice and upon Seller's prior written consent, subject to any adjustment in price or charge for work already in progress as may be determined by Seller in its sole discretion.

6. Freight-Forwarding; Storage. Without limiting the foregoing, Buyer acknowledges and agrees that, for any international or domestic shipments that involve a third-party freight forwarder, Buyer agrees to cause the goods to be shipped and provide all Seller-requested freight forwarder information within seven (7) days of notification from Seller that the goods are ready for shipment. In addition, Seller may place in storage any goods for which (a) an order has been deferred by the Buyer or (b) shipment is delayed by Buyer's inability or unwillingness to receive the goods, including Buyer's failure to secure carriage for the goods or provide all requested freight forwarder information in accordance with the preceding sentence. Such storage by the Seller shall be for Buyer's account at Buyer's expense and the goods so stored shall be at Buyer's risk while stored. The Seller shall be entitled to invoice the Buyer when Seller is ready to ship the goods if there is a delay in shipment as a result of Buyer's delay or failure to provide necessary information or secure a freight forwarder.

7. Payment. Unless otherwise agreed to by Seller in writing, payment terms are net thirty (30) days from date of invoice. For international orders outside North America, unless approved otherwise, terms of payment shall be by satisfactory irrevocable letter of credit or advance payment prior to shipment as Seller may elect. Interest will be charged on all past due balances at a rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lower. Pro rata payments shall become due as shipments are made. If shipments are delayed by Buyer, payments shall become due on the date when Seller is prepared to make shipment. If the work to be performed hereunder is delayed by Buyer, payments shall be made based on the purchase price and the percentage of completion. Shipments held for Buyer shall be at the risk and expense of Buyer. If the financial condition of Buyer at any time does not, in the judgment of Seller, justify continuance of the work to be performed, Seller may require full or partial payment in advance or shall be entitled to cancel any purchase order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. The rights of Seller contained in this Section 7 are in addition to all rights available to Seller at law or in equity. Buyer waives any right it may have, whether under contract, at law or in equity, to setoff, recoupment, or reduction of its payment obligations to Seller.

8. Taxes. The prices listed on any invoice or quotation is exclusive of all taxes, assessments, shipping, and any other charges. All sales, use, excise, services, value added tax, goods or services tax, tariffs and similar taxes and charges (including any increases therein effective subsequent to the effective date of the Contract) (the "Taxes") which Seller may be required to pay or collect with respect to the goods covered by the Contract shall be promptly paid by Buyer, or, at Seller's option, paid by Seller and reimbursed to Seller by Buyer except to the extent otherwise required by law. Buyer's failure to pay any Taxes will be considered a material breach of the Contract. All Taxes and duties of any kind levied by any federal, state, municipal, foreign, or other governmental authority which Seller is required to collect or pay with respect to the production, sale, purchase, importation, delivery, storage, processing, use, consumption, or shipment of goods sold under the Contract shall be the responsibility of Buyer. Buyer agrees to pay and to indemnify, hold harmless and defend Seller from all such Taxes and duties, and to reimburse Seller for any such payments made by Seller. Buyer hereby affirms that it is purchasing the Seller's goods referenced herein for resale, and/or that Buyer is not the end user of the goods, so as to be exempt from any otherwise applicable sales tax.

9. Changes. All purchase orders are non-refundable and non-cancelable. Any changes requested by Buyer to the Contract shall not be effective unless accepted by Seller in writing. All such changes are subject to a written change order executed by both parties, which shall include an equitable adjustment in the price, delivery schedule, or other terms as necessary to reflect the impact of the change. If Seller does not agree to implement a requested change, the parties shall continue to perform under the Contract without any changes.

10. Termination. In addition to any other rights afforded to Seller under the Contract and by law, Seller may terminate all or any part of a Contract upon written notice and without liability to Buyer, and may recover damages from Buyer, in the following circumstances: (i) Buyer repudiates, breaches or threatens to breach any of the terms of the Contract; (ii) Buyer becomes insolvent, files for bankruptcy or similar relief or has a bankruptcy or similar proceeding commenced against it, liquidates or dissolves, or makes an assignment; or (iii) Buyer fails to timely remit to Seller any payment due under the Contract. Any termination by Seller in accordance with this Section 10 shall not relieve or release Buyer of its obligations to timely pay to Seller the full price for all goods delivered by Seller to Buyer in such quantities as ordered by Buyer prior to the effective date of such termination, as well as for all work in process and materials ordered in contemplation of Buyer's orders as of the effective date of such termination. Without limiting the foregoing, Seller may terminate all or any part of a Contract at any time without liability to Buyer upon thirty (30) days' written notice to Buyer.

11. Assurances. In the event that Seller has reasonable grounds for insecurity with respect to Buyer's continued performance under the Contract, Seller may, in writing, demand adequate assurance of such performance from Buyer. After receipt of such demand, Buyer's failure, within a reasonable period of time under the circumstances (not to exceed ten (10) days), to provide assurances adequate under the circumstances will be deemed a breach of this Contract by Buyer which entitles Seller to terminate immediately.

12. Non-Payment. In addition to all other rights provided to Seller under the Contract and by applicable law, Seller shall have the right to withhold deliveries of all or any portion of the goods covered by the Contract in the event Buyer fails to make any payment when due to Seller or is otherwise in breach of any Contract between Buyer and Seller. Any such action by Seller shall not release Buyer from its obligations to timely pay to Seller the full price for all goods in the quantities ordered by Buyer prior to the effective date of Seller's withholding of such deliveries.

13. Change of Control. If, at any time, a Change of Control (as defined below) occurs with respect to Buyer, Seller shall have the right to terminate the Contract without liability to Buyer. "Change of Control" means (i) the sale, lease, exchange or transfer, in one or a series of related transactions, of all or substantially all of the assets of Buyer, or Buyer's entry into an agreement regarding the foregoing or (ii) the acquisition by any Person (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934) of more than 50% of the total voting power of the outstanding voting stock of Buyer. Any termination by Seller in accordance with this Section 13 shall not relieve or release Buyer of its obligations to timely pay to Seller the full price for all goods delivered by Seller to Buyer in such quantities as ordered by Buyer prior to the effective date of such termination, as well as for all work in process and materials ordered in contemplation of Buyer's orders as of the effective date of such termination.

14. Assignment. Buyer may not assign any of its rights or delegate any of its obligations under the Contract without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 14 is null and void. No permitted assignment or delegation shall relieve Buyer of any of its obligations under any Contract. Seller may, upon written notice to Buyer, assign, subcontract or delegate its rights or obligations under any Contract to one or more subcontractors, assignees or other third-party.

15. Security Interest. Buyer grants Seller a continuing purchase money security interest in all goods delivered until payment in full for such goods is received. Buyer shall fully cooperate in the preparation, signing and filing of any documents deemed necessary by Seller to substantiate or perfect Seller's security interest. Seller shall be authorized to execute and file any such documents on Buyer's behalf in any jurisdictions.

16. Confidentiality. Buyer acknowledges that all information provided by or on behalf of Seller or otherwise accessed by Buyer hereunder (including drawings, intellectual property, specifications, price lists, pricing, special discounts or other documents prepared by Seller for Buyer in connection with the Contract) is and shall remain the exclusive property of Seller. Buyer will treat all such information as confidential will not disclose any such information to any other person, including its affiliates and representatives, or use such information itself for any purpose other than performing the Contract, unless Buyer obtains Seller's prior written permission. Buyer shall take all reasonable measures to protect against the unauthorized disclosure of such information using at least the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Buyer shall immediately notify Seller of any unauthorized disclosure or use of such information. Upon Seller's written request, Buyer shall promptly return or destroy all confidential information, including all copies, summaries, and extracts thereof, and certify in writing to Seller that such return or destruction has been completed. The confidentiality obligations set forth in this section shall survive the termination or expiration of the Contract. In the event of any breach or threatened breach of this section by Buyer, Seller shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity, in addition to any other rights or remedies Seller may have under the Contract. Buyer acknowledges that any breach or threatened breach of this section may cause irreparable harm to Seller for which monetary damages may be inadequate, and that Seller shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law, in equity, or under the Contract.

17. Intellectual Property. Seller retains sole ownership of all right, title and interest in and to intellectual property rights relating to the goods, including but not limited to any patent, know-how, trade secret, trademark, service mark, copyright, or other intellectual property right, regardless of whether such rights are conceived solely by Seller's employees, jointly by Seller's and Buyer's employees, or otherwise arise in connection with the supply of the goods ("Seller's Intellectual Property Rights"). For the avoidance of doubt, all intellectual property created in connection with the goods shall be the exclusive property of Seller. Buyer shall not challenge, contest, or otherwise impair Seller's ownership or rights in Seller's intellectual property rights, nor assist any third party in doing so.

18. Software License. "Software" shall mean any proprietary software of Seller provided for the ordinary operation of the Seller goods, any optional software to enhance the operation of the Seller products and any upgrades or revisions of the same provided by Seller in fulfillment of this order or at Buyer's request in relation to Seller goods. Buyer is granted a limited license for any Software and related user documentation delivered by Seller whether as part of any product or provided separately. This limited license allows Buyer to: a) use the Software and user documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with the particular goods intended for use with such software as supplied by, Seller and b) in accordance with the terms of any end user license agreements or other license terms and conditions that may be included with the Software. Buyer may not distribute copies of Software or documentation to others. Buyer may not decompile, reverse-engineer, disassemble, or otherwise reduce the Software to human-perceivable form or create derivative works.

19. Indemnity.

a. In the event of Buyer's failure to fulfill any of its obligations hereunder, Buyer shall promptly indemnify, defend, hold harmless and reimburse Seller for all costs and expenses incurred by Seller in enforcing its rights under the Contract and in recovering any and all resulting damages incurred by Seller, and all attorney's and other professional's fees, costs and expenses incurred by Seller, with respect to any arbitration, litigation, or collection action (including all appeals), and the enforcement of any arbitration award or judgment.

b. Without limiting the foregoing, to the extent that Seller's goods will be used in a nuclear facility, Buyer hereby releases and agrees to save Seller and its subcontractors and vendors harmless from claims, liability, or exposure occasioned by injury to, or death of any person, or loss of, damage to or loss of use of property caused by, or arising, in any manner, out of a "nuclear incident", as defined in the Atomic Energy Act of 1954 as amended, whether alleged to arise out of breach of contract, tort (including negligence), warranty, strict liability, or otherwise. Buyer shall, at its cost, secure and maintain in force insurance protection (in which Seller and its subcontractors and vendors by name or description are additional insured or beneficiaries of waivers of subrogation) against liability or loss arising out of or arising from a nuclear incident (as defined above), including the following:

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

(ii) A government indemnity agreement with the Nuclear Regulatory Commission pursuant to Subsection 170 (c) of the Atomic Energy Act of 1954, as amended. The insurance and indemnities required above shall be maintained in effect as to each unit on the site from the day nuclear fuel is first shipped to the site at which such unit shall be located and shall continue in effect, to the extent the same is available, for so long as such unit is operated or there is any chance of a nuclear incident.

20. Force Majeure. Seller shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; changes in applicable law or regulation; strikes or other labor disturbances regardless of whether or not Seller is capable of settling such strike or disturbance; mill conditions; temporary or permanent mill closures; equipment failures; inability to obtain fuel, material, or parts; war; acts of terrorism; riots; delays in transportation; epidemics, pandemics; actions of any governmental, environmental or regulatory authority in any jurisdiction where the goods are being produced, delivered, or used; governmental declarations of emergency; floods; fires; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which was a basic assumption on which the Contract was made.

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

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

23. Compliance With Laws. Buyer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the goods, services and/or the services contemplated or provided under these Terms and Conditions, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder. Further, Buyer specifically agrees to comply with all relevant environmental regulations as they apply both in the United States of America and in whatever subject jurisdiction Buyer may be importing goods and/or materials into. For example, Buyer agrees to maintain and share with Seller all necessary documentation relating to reporting purposes under U.S. law, and any other applicable environmental regulations.

24. LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) SELLER SHALL NOT BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, THE GOODS AND SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF SELLER'S OBLIGATIONS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO THE CONTRACT, THE GOODS AND SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF SELLER'S OBLIGATIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER FOR THE SPECIFIC GOODS OR SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND SHALL SURVIVE THE EXPIRATION, TERMINATION, OR CANCELLATION OF THE CONTRACT. Any claim or cause of action by Buyer arising out of or relating to the Contract, the goods, or the performance or non-performance of Seller's obligations must be brought within ninety (90) days after the date on which Buyer discovers, or should have discovered, the facts giving rise to such claim or cause of action. Any claim not brought within such period shall be deemed irrevocably waived by Buyer, and Seller shall have no liability whatsoever with respect thereto.

25. General. If any term, covenant, warranty, section, clause, condition or provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof, or the application of such term, covenant, warranty, section, clause, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby; and these Terms and Conditions shall be construed in all respects as if such invalid, void or unenforceable provisions, etc., were omitted. These Terms and Conditions together with the Contract, supersede all prior and contemporaneous oral or written understandings, offers, negotiations, representations or agreements between the parties and contains the full and complete agreement between the parties relating to the subject matter hereof. The failure of Seller at any time to require performance by Buyer of any provision of this Contract will in no way affect Seller's right to require such performance at any time thereafter, nor will the waiver by Seller of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision under any Contract between Buyer and Seller. All rights and remedies provided to Seller herein are cumulative and in addition to any other rights or remedies available at law or in equity. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of any provision hereof. Each party is and shall remain an independent contractor with respect to the other, and neither party shall have any authority to bind or obligate the other in any manner whatsoever. The Contract shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to any choice of law principles which would require the application of the law of any other jurisdiction. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded from the Contract. Each party is and shall remain an independent contractor with respect to the other, and neither party shall have any authority to bind or obligate the other in any manner whatsoever.