

Nissens Cooling Solutions' ("NCS") General Purchasing Terms for Products.

Products

1 Applicability

1.1 These General Purchasing Terms for Products ("General Purchasing Terms") shall apply to and govern the purchase and delivery of products ("Products") set out in the purchase order ("PO") to which these terms are attached or referenced.

1.2 By issuing an order confirmation ("Order Confirmation") of the PO, Supplier expressly confirms receipt and acceptance of these General Purchasing Terms.

1.3 The parties ("Parties") shall in these General Purchasing Terms mean the company within the NCS Group as defined below and the supplier ("Supplier") set out in the PO.

1.4 Any terms Supplier states or refers to on the Order Confirmation, including reference to Supplier's general terms and conditions, are inapplicable, unless explicitly accepted by NCS in writing. Supplier expressly waives any right to apply its general terms and conditions.

1.5 Oral agreements are invalid unless confirmed in writing.

1.6 The NCS Group includes all fully owned subsidiaries of NCS International A/S and any and all companies which directly or indirectly (through one or more subsidiaries) are controlled by NCS International A/S ("NCS Group"). References in these General Purchasing Terms to NCS be deemed references to the specific contracting company within the NCS Group set out in the PO.

2 Contract

2.1 The Parties agree that NCS' PO, Supplier's Order Confirmation and these General Purchasing Terms constitute the contract between the Parties ("Contract"). Unless otherwise expressly set out in these General Purchasing Terms in the event of conflict between the documents making up the Contract the order of precedence shall be: (1) Purchase Order, (2) These General Purchasing Terms, (3) Order Confirmation.

2.2 The Order Confirmation shall be sent no later than three (3) days after Supplier's receipt of the PO and the Order Confirmation shall as a minimum include; PO number, NCS item number, number of Products ordered, price per Product, time of delivery, delivery address.

2.3 PO number must be used as a reference on all documents related to the Contract.

3 Postponement and Cancellation

3.1 Supplier accepts that NCS can postpone the date of delivery of Products for a period of up to six (6) weeks without any costs or compensation to be paid by NCS, provided that such postponement is advised prior to the time of Supplier's shipment of the Products. Supplier shall diligently store the postponed Products at own risk. If NCS postpones the delivery for a longer period than six (6) weeks, NCS shall pay to Supplier reasonable documented storage cost in excess of the initial six weeks.

3.2 Supplier accepts that NCS can cancel the Contract in part or in full. The Parties will agree on the cancellation costs to be compensated based on Supplier's reasonable

cancellation costs incurred as a direct result of the request for cancellation reduced to the extent reasonably possible.

4 Prices

4.1 NCS shall pay the prices for the Products set out in the Contract. Unless otherwise agreed between the parties in writing the agreed prices include delivery DAP (Incoterms 2010) at the location set out in the PO. Packing, insurance and handling according to clause 7.7 is included in the prices.

4.2 Any unforeseen expense or additional charges incurred by the Supplier at any stage of manufacturing or delivery of the Products shall be borne by the Supplier.

4.3 Supplier shall pay all taxes, import/export duties or tariffs or levies imposed by law, regulations and/or taxes treaties on Supplier and payments made thereunder, unless otherwise agreed. Supplier will fully reimburse and indemnify NCS from and against any such taxes paid by NCS.

5 Invoicing and Payments

5.1 Supplier shall not be entitled to submit any invoices to NCS until delivery has been made. NCS shall have a term of fifteen (15) days to accept the invoice as from the date of its reception. Once accepted, payment from NCS shall be released within 75 (seventyfive) days from end of the month of the invoice.

5.3 Payments made by NCS to Supplier shall not release Supplier of any liability or responsibility, as this is set out in (i) any special terms between NCS and Supplier, (ii) these General Purchasing Terms or (iii) any implied liability applicable to the transaction, nor will the payments constitute a waiver by NCS with regard to such liability or responsibility.

6 No suspension of delivery

6.1 The Supplier shall not be entitled to suspend delivery of Products for any sums owed by NCS or any NCS entity to the Supplier or any Supplier entity.

7 Delivery, Passing of Title and Delay

7.1 The agreed milestones, completion dates and dates of delivery agreed with NCS must be observed at all times. Partial deliveries are permitted only if agreed in writing.

7.2 Terms of delivery are DAP – place of delivery as set out in the PO – (Incoterms 2020) or as otherwise agreed in writing between the parties. Supplier acknowledges and accepts that proper delivery at the agreed time of delivery is of the essence to NCS.

7.3 The Supplier shall deliver the Products by the date specified in the PO and during NCS' normal business hours, or as instructed by NCS.

7.4 All shipping documents, quality documents, instructions and other certificates being necessary or required by NCS under law or for Supplier to properly fulfil its obligations under the Contract, shall be dispatched to NCS on the date of shipment of the Product. Any delay in delivery of the above documents is considered as a delay of the Products to be delivered.

7.5 Title to the Product passes to NCS at the time of delivery.

7.6 If the Products including delivery documentation cf. above are not delivered at the agreed time of delivery and this is not due to (i) an event of force majeure, cf.

clause 18 below, or (ii) reasons for which NCS is in all material aspects responsible, NCS is entitled to claim liquidated damages from the date on which delivery should have taken place. The liquidated damages for delay in delivery shall be payable at a rate of two per cent (2%) of the purchase price of the delayed Products for each commenced day of delay. The liquidated damages shall not exceed twenty per cent (20%) of the purchase price of the delayed Products. The liquidated damages become due on NCS' written demand.

7.7 In addition to NCS' right to claim liquidated damages NCS is entitled to claim compensation for any other delay related documented loss.

8 Warranty, Defects and Indemnification

8.1 For the period set out in clause 8.2, the Supplier warrants that the Products supplied (i) are fit for the purpose for which they are purchased; (ii) are new, of good and merchantable quality and free from defects in design, materials or workmanship; (iii) meet NCS' specifications and (iv) comply with all applicable laws and regulations, norms and standards. Breach of this warranty will hereinafter be referred to as a "Defect".

8.2 The warranty for the Products shall be five (5) years from the delivery ("Warranty Period"). The foregoing shall not limit or be regarded as a waiver of any right or remedy that NCS is otherwise entitled to under applicable law after the expiration of the Warranty Period.

8.3 NCS shall within reasonable time after having become aware of a Defect give Supplier written notice of the Defect. Supplier shall hereafter without undue delay - at its own risk and expense - remedy any Defect. Remedy means either (i) repair and re-installment of the defective Product or parts hereof or (ii) replacement of the defective Product and instalment of a new non-defective Product at the place where the Product has failed.

8.4 Should Supplier fail to fulfil this obligation or should the circumstances at NCS' sole discretion so require (taking into account the potential loss to NCS or customers of the NCS Group), NCS may proceed to remedy the defective Product itself or employ a third party to do so. Such remedy shall be at Supplier's risk and expense and shall lead to no loss of warranty for the Product in question, provided that such remedy is carried out in a workmanlike manner. Should Supplier fail to observe the obligation to remedy a specific Defect within a reasonable period fixed by NCS, NCS shall furthermore have the right to terminate the Contract and claim compensation for any costs and losses suffered due to Supplier's non-fulfilment of such obligation.

8.5 Repaired parts/Products or replaced parts shall be included

in the warranty hereby given for a period of either (i) two (2) years from the date of repair or replacement or (ii) the remainder of the original Warranty Period, whichever is the longer. Replaced (new) Products shall be covered by a new five (5) year warranty period as set out in clause 8.2.

8.6 Supplier shall - in addition to the costs for remedy - be liable for, and obliged to reimburse NCS in respect of, all costs, losses and damages incurred as a result of Defects in Products delivered by Supplier, including

costs for dismantling and mounting of (i) the Products or parts thereof and of (ii) all other equipment/other products installed in NCS' which must be removed in order to repair or replace the defective Products (iii) Costs for repair or replacement of all other equipment/other products installed due to damage inflicted on such other equipment/other products as a consequence of the defect in the Product and (iv) Costs arising from land, air and sea transport for remedying or replacing defective Products.

8.7 The Supplier represents and warrants that the Products delivered are in compliance with and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of the jurisdiction in which the Products shall be delivered.

8.8 The Supplier shall be responsible for its own personnel and shall indemnify and hold NCS harmless for all expenses, claims and causes of action resulting from or relating to bodily harm and injury (including fatal harm or injury) to such personnel. This indemnity shall also apply to claims based on tort, contract or strict liability.

9 No liability for indirect losses.

9.1 Unless otherwise is stated in these General Purchasing Terms, neither Party shall be liable to the other Party for any loss of production, loss of profit or any other indirect loss suffered by the other Party in connection with the Contract, unless the loss is due to (i) the other Party's breach of confidentiality obligations according to the Contract or any non-disclosure agreement entered into between the Parties (ii) third party claims against NCS that the Products are infringing intellectual property rights (iii) in case of death or personal injury or (iv) losses due to gross negligence, willful misconduct or fraudulence (iv) third party claims for liquidated damages.

9.2 Reference to losses suffered or damages incurred by NCS in these terms shall include any losses or damages suffered or incurred by any person or legal entity within the NCS Group either directly or indirectly via reimbursement towards third parties.

10 Generic defect

10.1 If during any twenty-four (24) months' period the same, or roughly the same type of Defect occurs, within the initial or extended warranty period of the defective Products in five (5) per cent of the Products or parts thereof manufactured to the same design, however as minimum ten (10) Products or three

(3) Products at a specific installation site, which have been delivered by Supplier to any entity within the NCS Group irrespective of whether the defective Products originates from same purchase order or contract, such defect is defined as a generic defect ("Generic Defect").

10.2 If such Generic Defect occurs, the Supplier shall promptly implement, at its sole cost and expense, the remedial action approved by NCS in all Products of equal design delivered to any entity in the NCS Group, including manufacturing, delivering, re-certifying, installing and testing the Product modifications necessitated by correcting a Generic Defect hereunder.

10.3 Moreover, for any Generic Defects the Parties shall assess whether similar defects may actually or

potentially exist in other product categories. If this is the case NCS may demand that the Supplier undertakes the above mentioned remedial steps for the other product categories as well regardless of whether the Generic Defect has in fact manifested itself in actual errors or defects in the individual delivered Products.

10.4 Supplier may request - to the extent such remedial action can be performed by NCS as part of the scheduled maintenance of the NCS end product- that NCS carry out such work on behalf of Supplier at a fixed and reasonable rate per Product all to ensure the most cost-efficient implementation. Both Parties commit themselves to minimize the involved costs.

11 Product recall

11.1 If a recall is required by any governmental agency with jurisdiction over the recall of any Product or NCS determines that it is advisable to recall a Product due to e.g. potential safety hazard Supplier shall promptly develop a corrective action plan(s), which shall include all actions required by any applicable law and any applicable regulations and provide NCS with an opportunity to review and approve such plan. NCS and Supplier agrees to cooperate and work together to ensure that such plan is acceptable to both Parties prior to its implementation. Supplier shall reimburse NCS for any and all reasonable costs and expenses incurred by NCS in connection with any recall, repair, replacement or refund program.

12 Product Liability

12.1 Supplier shall maintain and keep in force adequate public and product liability insurance covering the Products. The insurance is to be valid as long as the business co-operation between NCS and Supplier exists and for a period of five (5) years hereafter. Supplier's liability is not limited to the sum insured.

12.2 Supplier shall assume full responsibility and liability for any product liability claims related to Products delivered by Supplier whether such a claim is brought against Supplier or NCS. Supplier shall thus indemnify NCS and hold NCS harmless from and against all claims in relation to product liability towards a third party.

13 Assignment, Transfer of Performance of Contract

13.1 Supplier's obligations or rights under these General Purchasing Terms and under the Contract cannot be assigned or transferred without NCS' prior explicit written approval. NCS shall be entitled to assign all rights and obligations under the Contract to any company within the NCS Group without prior authorization.

14 Use of subcontractors

14.1 The Supplier shall only be entitled to use a subcontractor, if this is approved in writing by NCS.

14.2 The Supplier shall be responsible of all acts and omissions by the Supplier's subcontractor as if the acts or omissions were carried out by the Supplier itself.

15 Confidentiality and Intellectual Property Rights

15.1 During the duration of the commercial relationship between NCS and Supplier and five (5) years after termination hereof both Parties shall treat all technical and commercial information, which have been disclosed by either Party to the other Party in confidentiality or

becomes known to the Supplier within the context or on the occasion of the provision of its services, including information of NCS as well as information of NCS' customer, and the receiving Party shall not copy, disclose or otherwise use such documents and information for any other purposes than for fulfilling the Contract between NCS and Supplier. Supplier shall at request of NCS return any documentation to NCS or destroy it.

15.2 The Supplier shall ensure that any subcontractor approved by NCS in accordance with clause 14.1 has signed a binding undertaking to be bound by the confidentiality obligations of these General Purchasing Terms or similar terms, before any confidential information from NCS is disclosed to this subcontractor.

15.3 Any and all intellectual property rights ("IPR") and/or know-how furnished by either Party (Owner) to the other Party (Recipient) may not be used for purposes other than performance of the Contract without express written approval of Owner. Owner shall retain all of the abovementioned IPR and no ownership of any kind passes to Recipient, unless explicitly agreed in writing by the authorized representatives of the Parties. Notwithstanding the above, NCS shall be the sole and unlimited owner of all IPR in or to Products to the extent such Products are customized for NCS based on NCS' specifications.

15.4 Supplier warrants that it owns all right, title and interest in, to and under all IPR concerning the Products and/or possesses valid, transferable, irrevocable, perpetual and world-wide licenses to relevant IPR owned by third parties entitling Supplier and NCS to exploit such third party IPR in the Products, the production process or otherwise without limitation.

15.5 If a third party asserts a claim against NCS based on alleged infringement of an IPR by the Products, Supplier shall indemnify NCS and hold NCS harmless from and against any liability in claims and defense of claims damages or costs awarded in any infringement suit or other action against NCS and/or NCS' end-customers. Supplier shall thus indemnify and hold NCS harmless from and against any cost or loss suffered by NCS due to such actual or potential infringement.

15.6 Supplier shall not use trademarks or trade names owned or used by the NCS Group as reference in sales brochures, press releases, or any other material used for general promotion purposes, unless such material is reviewed and explicitly approved in writing by NCS prior to such use.

15.7 Any tools and/or documents transferred by the NCS Group to Supplier enabling Supplier to manufacture the Products, shall at all times while being in Supplier's possession be clearly marked "Property of NCS" in a nonerasable manner. Such tools and/or documents shall be kept and used at Supplier's own risk and liability, and Supplier will at own costs secure that they are properly insured. The tools and/or documents shall be returned immediately to NCS upon NCS' demand.

16 Safety, Quality, Export control laws, Environment and Audit

16.1 Supplier shall ensure that any person engaged by the Supplier observes, all health and safety rules and regulations and any security requirements that apply at the locations where the Products are delivered irrespective if these are set out by NCS or according to applicable law.

16.2 Supplier is obligated to comply with the NCS Supplier Code of Conduct, hereunder to ensure that chemicals and materials involved in Products delivered to NCS fulfil the requirements stated in the Supplier Code of Conduct, including providing safety data sheets of materials and updates hereto to NCS in accordance with local legal requirements prior to first delivery.

16.3 Supplier shall not source conflict minerals emanating from mining operations in conflict affected and high-risk areas, hereunder from the Democratic Republic of the Congo and adjoining countries.

16.4 Supplier shall conduct its business and act in an environmentally responsible manner, including work to prevent accidental releases of hazardous materials.

16.5 The Contract shall at all times be subject to and conditioned upon compliance with US, UN and EU export control laws, conventions and trade regulations and any amendments thereto to which both NCS and Supplier thus agrees to comply with. Supplier shall advise NCS in writing as early as possible, of any information and data relevant for NCS to fully comply with all US, UN and EU export control laws, conventions and trade regulations and any amendments thereto.

17 Termination

17.1 Either Party may without liability terminate the Contract by written notice to the other Party with immediate effect (i) as a result of the other Party's material breach of the Contract, provided the breach has not been remedied within ten (10) days of receipt of notice of such breach; (ii) if the Supplier is in material breach of Supplier Code of Conduct (iii) if the other Party suspends payment and/or a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (iv) if the other Party is wound up, files a voluntary petition in bankruptcy, is adjudicated bankrupt and/or a court assumes jurisdiction of the assets of the other Party under any relevant insolvency legislation; (v) if the other Party is dissolved or liquidated or (vi) if the other Party is guilty of gross negligence, fraud or wilful misconduct.

18 Force Majeure

18.1 In case of force majeure defined as an event (i) beyond the control of and (ii) which could not reasonably have been foreseen, avoided, limited or overcome by the Party claiming force majeure, the Parties shall be entitled to postpone their obligations under the Contract between them until the force majeure situation has ceased. In case the force majeure situation is not expected to be brought to an end within twenty (20) days, the other Party is entitled to terminate the Contract.

19 Disputes and Applicable law

19.1 The Contract between the Parties including these General Purchasing Terms shall be construed and governed in accordance with Danish Law (rules on choice of law shall not apply) and excluding in full the United Nations' Convention on the International Sales of Goods "CISG".

19.2 Any dispute arising out of or in connection with the Contract shall be settled by the settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration.

20 Waiver

20.1 A Party's failure to enforce any of the provisions of the Contract or any rights with respect thereto or failure to exercise any election provided for herein shall in no way be considered a waiver of such provisions, rights or elections or in any way affect the validity of these General Purchasing Terms.

21 Personal Data Protection

21.1 The Parties will as part of their contractual relationship and

to perform their respective obligations under the Agreement only share personal data about certain employees or third parties engaged by either Party whom are working to fulfil the Agreement.

21.2 NCS and the Supplier, as applicable, will collect and process the personal data as data controllers.

21.3 The Parties acknowledge and agrees that they will provide all of its employees and/or third parties engaged by the Parties, as applicable, whom are working to fulfil the Agreement, with information about the other Party's collection and processing of their personal data.

21.4 Such information must comply with applicable data protection laws, including Article 13 and 14 of the General Data Protection Regulation. Either Party will defend and indemnify the other Party from and against all claims raised by an employee or third party engaged by the Party due to the Party's non-compliance with this Clause 21.

21.5 To the extent Supplier acts for NCS as a data processor the Parties shall enter into a Data Processing Agreement in compliance with applicable data protection laws.

21.6 If applicable, NCS and/or Supplier must comply with any requirements established by any data protection authority or any other governmental authorities necessary for the granting of approval by such authorities for the transfer of personal data outside of the EEA, including by facilitating the conclusion of the Commission's standard contractual clauses as set out by Commission Decision of 5 February 2010 with later amendments (the "Model Clauses")

22 Invalid provisions

22.1 Should any of these General Purchasing Terms or any specific terms agreed between NCS and Supplier be declared invalid, the remainder of these General Purchasing Terms and specific terms shall continue unaffected thereby, and the Parties shall agree on replacement terms, which to the extent possible shall express the initial intention of the Parties.