

General Terms and Conditions of Sale

All products or services (collectively the "Products") furnished by Tyco Fire Products LP or its affiliate that sells Products to Buyer hereunder (hereinafter referred to as "Seller") shall be in accordance with the following terms and conditions unless set forth in a customer master agreement previously executed by and between Seller and Buyer:

1. ACCEPTANCE AND COMPLETE AGREEMENT. Buyer's order is binding only when accepted in writing at the principal office of Seller. The terms and conditions of sale are only those stated below, which shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. The parties agree there are no agreements between the parties, oral or written, with respect to the Products sold hereunder (including any made or implied from past dealings) except as expressed herein. No terms and conditions stated in or attached to Buyer's communications to Seller, including but not limited to Buyer's purchase orders, the terms of which are hereby rejected, are applicable to these terms and conditions in any way and are not to be considered Buyer's exceptions to the provisions of these terms and conditions. Trade custom, trade usage and past performance are superseded by these terms and conditions and shall not be used to interpret these terms and conditions.

2. DELIVERY. Seller will deliver or make available the Products within a reasonable time after receiving Buyer's purchase order, subject to their availability. The delivery date provided by Seller for the Products is only an estimate and is based upon prompt receipt of all necessary information from Buyer. If Buyer causes Seller to delay shipment or completion of the Products, Seller will be entitled to any and all extra costs and expenses resulting from the delay. Seller will not be liable for any delays, loss, or damage in transit, and failure to deliver within the time estimated will not be a material breach of contract on Seller's part. Seller will use commercially reasonable efforts to make shipments as scheduled.

3. EXPORTATION. If the Products ordered are to be exported from the United States (US), the quoted shipping dates are subject to receipt of all export documents and authorizations. Regardless of ultimate destination, the prices quoted are based on packing for domestic shipment unless otherwise stated in writing. Buyer agrees to provide Seller in writing with the ultimate destination and identity of the end-user at the time the order is placed if the Products are to be exported. Seller reserves the right to choose the freight forwarder, carrier and/or broker. These commodities, technology or software shall be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Buyer acknowledges and agrees that it shall be responsible for compliance with any chemical registration or importation requirements of any country into which it seeks to import the Products. Domestic Destinations – The Buyer of items shipping to US destinations is solely responsible for complying with applicable U.S. export laws. Seller shall not be the importer of record and is not responsible for compliance with importation requirements of any country to which the Products are shipped.

4. PRICES; TAXES. Seller may change its pricing structure upon written notice to Buyer. Notwithstanding anything contained herein to the contrary, prices may be adjusted by Seller, upon notice to Buyer, prior to shipment for products or services supplied hereunder or any time, for all other costs, regardless of whether a proposal, quotation or purchase order has been accepted, acknowledged or otherwise agreed, to take into account increases in the cost of raw materials (e.g., steel, aluminum, electronic components), difficulties in securing products, changes in law, increases in labor rates or Taxes (as defined below), Trade Restrictions (as defined below), government actions, or to cover any unforeseen or other extra cost elements. The term "Trade Restrictions" is defined as any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Notwithstanding anything contained herein to the contrary, all stated prices are exclusive of, and Buyer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). Any Taxes related to the products and/or services purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If possible, Seller will bill Taxes as a separate item on the invoice presented to Buyer. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will immediately pay Seller the amount of the Tax and any penalties and interest related thereto. At any time prior to shipment, Seller shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes. Revisions to the desired delivery date by the Buyer and delays not due to Seller's negligence may be subject to escalation of prices at Seller's sole discretion.

5. ORDERS FOR FEDERAL GOVERNMENT CONTRACTS/SUBCONTRACTS. For direct and indirect US Federal government contracts, the Products to be supplied by Seller are "commercial items" and/or "commercially available off-the-shelf (COTS) items" as defined in the Federal Acquisition Regulation (FAR), 48 CFR Part 52.

(a) (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer; (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act; (iii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities; (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246); (v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212(a)); (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793); (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212); (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40; (ix) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. 7104(g)); (x) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note); (xi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40; (xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64. As used in the referenced FAR clauses "Contract" means these terms and conditions; "Contracting Officer" means the U.S. Government Contracting Officer; "Contractor" and "Offeror" means Seller; "Prime Contract" means prime contract between Buyer and the Federal government; and "Subcontract" means any contract placed by Seller or lower-tier subcontracts under these terms and conditions.

(b) Seller will also comply with the following mandatory terms of the Department of Defense FAR Supplement (DFARS) *provided* the Federal prime contract is identified by Contract Number in the Government Order *and* the Federal prime contract (i) is for Products that are not commercial items *and* (ii) contains any of the following four DFARS clauses: 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; 252.246-7003, Notification of Potential Safety Issues; 252.247-7023 Transportation of Supplies by Sea; or 252.247-7024, Notification of Transportation of Supplies by Sea: (i) 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (10 U.S.C. 2533b); (ii) 252.246-7003 Notification of Potential Safety Issues (Jan 2007); (iii) 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631); and (vi) 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) Any commercial computer software or commercial computer software documentation to be delivered by Seller will be acquired under Seller's standard commercial licenses customarily provided to the general public.

6. PAYMENT. Standard payment terms are net thirty (30) days from date of invoice, unless otherwise agreed in writing by the parties prior to each order. Invoices shall be paid by Buyer via electronic delivery via EFT/ACH in accordance with written instructions separately provided by Seller (as may be updated by Seller in writing from time to time), unless an alternative payment method is agreed to by Seller in writing. Buyer shall confirm Seller's payment instructions with their Seller account representative prior to making payment, and Buyer shall bear the risk of loss for payments made using unauthorized instructions. In the event credit has not been established Seller reserves the right to require payment, or the issuance of an irrevocable letter of credit, in advance of shipment. In the event payment is not received when due, without prejudice to any other right or remedy, Seller reserves the right to: (i) immediately stop performing any services, withhold deliveries of Products and other materials, terminate or suspend any software licenses provided hereunder, and/or terminate this Agreement; and (ii) in addition, Buyer shall automatically incur, and agrees to pay, the following additional costs and charges on any amounts that are not paid when due: (a) interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the highest rate permitted by law (except for accounts in the European Union, where late payment interest rate shall be the base interest rate of the European Bank plus 10 percentage points);, from the date of shipment until paid; (b) all of Seller's costs of collection, including (1) actual out of pocket expenses and (2) a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount; and (c) for accounts in the European Union, a fixed indemnity per invoice of €40.00. Invoicing disputes must be identified in writing within 15 days of the date of invoice. Invoicing disputes not resolved within 30 days will be deemed invalid. Payments of any disputed amounts are due and payable immediately upon resolution. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion. Seller reserves a purchase money security interest in each Product shipped, which will be satisfied by payment in full. Seller has the right to file a copy of this document as a financing statement. Buyer's entitlement to receive any rebate or other incentive that Seller may offer from time to time shall be conditioned on Buyer timely paying all invoices and other amounts owed by Buyer to Seller during the period to which the rebate or other incentive relates Any rebate or other incentives will be determined at the time of the order, if applicable. Quoted orders not including the quote number will be billed at the Buyer's standard price. In the event that Buyer does not use any portion of a credit (including any rebate credit) within ninety (90) days of its issue date, then Seller shall be entitled to apply such credit against any invoice(s) or other amounts owing by Buyer to Seller. All credits (including rebate credits) shall expire if not used within one hundred eighty (180) days of its issue date. In the event that Buyer provides a payment without designating the invoice(s) to which such payment is to be applied, Seller may apply such payment to such invoice(s) or other amounts owing by Buyer to Seller as Seller may determine in its sole discretion.

7. SOLVENCY. Buyer's order will be deemed a representation that Buyer is solvent and able to pay for the Products ordered. If Buyer fails to make payments when due or if bankruptcy or insolvency proceedings are instituted by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, Buyer will be deemed to be in default and Seller will have the right to terminate its obligations by written notice to Buyer, but such termination will not affect Buyer's obligation to pay for Products delivered and works in progress.

8. CANCELLATION. No Products may be returned without prior written approval of Seller. Orders placed with and accepted by Seller may not be canceled except upon Seller's written consent prior to shipment and Buyer's acceptance of Seller's cancellation charges which shall protect Seller against all costs and losses. Seller reserves the right to cancel any sale hereunder in Seller's sole discretion without liability to Buyer (except for refund of monies already paid).

9. RETURN GOODS POLICY. The request to return material must include the description of material, reason for return, customer order number and/or customer invoice number to enable the request to be processed. No materials may be returned without this information. If and when the request is approved, a Return Authorization form will be completed and include a predetermined number for reference and will advise where the material should be returned. The Return Authorization form will contain a Packing List that must accompany materials when they are returned. Return Authorizations are valid for thirty (30) days only from date of issue. No credit will be issued for returned materials without an approved Return Authorization. Materials being returned due to order entry and/or shipping errors on the part of Seller will be credited at full value providing the materials are returned within thirty (30) days from the date of the original shipment. Credit of the actual price paid will be issued for defective materials only after the material has been inspected and verified by Seller to contain a defect. A 25% restocking charge and/or a \$25.00 minimum charge, whichever is greater, will be assessed for inspecting, handling and restocking the material and the total credit will depend upon the resale value of the material. Returned freight will be at the Buyer's expense. Items purchased for resale by Seller may be returned under the Manufacturer's terms and conditions only. If the Manufacturer will not accept the materials, credit will not be issued by Seller to the Buyer. Special material orders and made-to-order Products are non-returnable. Credit will not be issued for discontinued items. Items no longer manufactured or items superseded by another model are defined as discontinued. In order to receive consideration for credit, material must be returned less than ninety (90) days from date of original invoice and of reasonable quantities. To receive consideration for credit, material must be in resalable condition. Material that has been approved for return must be packaged in such a way as to prevent damage during shipment. The use of original packaging is preferred. Credit cannot be issued for materials damaged in transit due to improper packaging.

10. MINIMUM ORDER. The Minimum Order Policy is \$100.00 per order.

11. MANUFACTURE. Seller reserves the right to discontinue the manufacture of, or change or modify the design and/or construction of the Products sold pursuant to these terms and conditions, without incurring any obligation to Buyer.

12. JURISDICTION AND DISPUTES. These terms and conditions shall be governed in accordance with the law of the State of New York without regard to principles of conflicts of law. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS OR THE DOCUMENTS RELATED HERETO AND IS HEREBY EXPRESSLY DISCLAIMED BY SELLER AND BUYER. . All disputes under these terms and conditions shall be resolved by the state or federal

courts of the State of New York and the parties all consent to the jurisdiction of such courts, agree to accept service process by mail, and hereby waive any jurisdiction or venue defenses otherwise available.

13. INSPECTION. All Products must be inspected within five (5) calendar days of receipt. If any damage is discovered, a claim must be filed with the carrier. A full report of the damage must be forwarded to Seller so that it can arrange for repair or replacement.

14. TITLE/SHIPPING. Unless otherwise agreed in the sales confirmation, all Products furnished hereunder will be shipped "Ex-Works (EX-W)" INCOTERMS 2020 Seller's plant or factory (the "Delivery Location"), using Seller's standard methods for packaging and shipping same. The shipping term is subject to change upon notice to Buyer at any time prior to shipment. Buyer will take delivery of the Products within three (3) days of Seller's notice that the Products have been delivered to the Delivery Location. If Buyer fails to take delivery of the Products within this three (3) day period, Buyer will pay Seller for the Products and all storage expenses incurred by Seller or, in Seller's discretion, Seller may ship the Products to Buyer at Buyer's expense. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether the shipment is in whole or partial fulfillment of Buyer's purchase order. Title in, risk of loss, and the right of possession to such goods shall pass to the Buyer upon the Seller's delivery to carrier at Seller's shipping facility, and Seller is not responsible for damage or loss in transit, regardless of whether or not Buyer may have the right to reject or revoke acceptance of said Products. Seller can arrange for in-transit insurance at Buyer's expense, but will not do so without Buyer's written instructions. Unless otherwise stated in contract documents, all goods will be shipped freight prepaid and billed. Seller reserves the right to manage freight arrangements and pass-through the costs to Buyer, without significant mark-ups. Charges for shipping may not reflect net transportation cost paid by the Seller. Buyer shall be responsible for all import requirements of any country into which it seeks to import the Products, at its own expense, and will provide the licenses and consents to the Seller before shipment.

15. LIMITED WARRANTY. Unless otherwise stated in a customer master agreement, Products manufactured by Seller are warranted solely to the original Buyer for eighteen months (18) months from date of shipment or one (1) year from date of installation, whichever is sooner, against defects in material and workmanship when paid for and properly installed and maintained under normal use and service. Exceptions to the limited warranties contained in this Section 15 are set forth in Appendix A attached hereto. Warranty will be immediately voided by substitution of non-Seller approved parts. No warranty is provided for products or components that have been subject to normal wear and tear, misuse, improper installation, incompatible chemicals/materials, corrosion; that have not been used for their intended purpose; or that have not been installed, maintained, modified or repaired in accordance with applicable Standards of the National Fire Protection Association and/or the standards of any other Authorities Having Jurisdiction. For Products identified in a Seller price book as manufactured by third parties ("Resale Products"), Seller will pass through to Buyer any transferable warranties provided to Seller by the manufacturer of such Resale Products. Materials found by Seller to be defective shall be either repaired or replaced, at Seller's sole option. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of Products or parts of Products. Seller shall not be responsible for system design errors or inaccurate or incomplete information supplied by Buyer or Buyer's representatives, or for the establishment, operation, maintenance, access, security and other aspects of Buyer's or its customer's computer network, as well as network performance and compatibility issues. Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network, as well as network performance and compatibility issues. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR THE APPLICABLE EULA, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) CONCERNING ANY PRODUCT, AND ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, ARE EXCLUDED. SELLER MAKES NO WARRANTY THAT ANY PORTION OF THE SOFTWARE (INCLUDING WITHOUT LIMITATION FIRMWARE) WILL OPERATE UNINTERRUPTED, BE FREE OF ALL ERRORS AND MALICIOUS CODE, BE SECURE FROM MALICIOUS ACTIVITY, OR THAT DEFECTS IN ANY SUCH SOFTWARE WILL BE CORRECTED. SELLER SHALL NOT BE RESPONSIBLE FOR PROBLEMS CAUSED BY CHANGES IN THE OPERATING CHARACTERISTICS OF THE DEVICE(S) UPON WHICH ANY SOFTWARE (INCLUDING WITHOUT LIMITATION FIRMWARE) IS OPERATING, OR FOR PROBLEMS IN THE INTERACTION OF ANY SUCH SOFTWARE WITH NON-SELLER SOFTWARE OR HARDWARE PRODUCTS. This limited warranty sets forth the exclusive remedy for claims based on failure of or defect in Products, materials or components, whether the claim is made in contract, tort, strict liability or any other legal theory. This warranty will apply to the full extent permitted by law. The invalidity, in whole or part, of any portion of this warranty will not affect the remainder.

16. LIMITATION OF LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST DATA AND OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, AND COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY UNDER THIS AGREEMENT INCLUDING ANY INDEMNIFICATION OBLIGATIONS WILL NOT INDIVIDUALLY OR IN THE AGGREGATE EXCEED THE AMOUNTS PAID TO SELLER BY BUYER FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY OR \$2 MILLION U.S. DOLLARS, WHICHEVER IS LESS.

17. NUCLEAR APPLICATIONS. Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, the provisions of this Rider for Nuclear Applications will apply. If any Products sold hereunder are used in connection with any nuclear facility or activity, Seller and its suppliers shall have no liability to Buyer or its insurers for any nuclear damage or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, indemnity, warranty, tort (including Seller's negligence), strict liability or otherwise. The indemnity shall not apply to any damages or bodily injury, or both, arising out of a "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended (the "Act"). In addition, Buyer shall furnish financial protection as required by Section 170 of the Act, including an agreement of indemnification and/or nuclear liability insurance from ANI and MAELU, or both, pursuant to Section 170 of the Act, as applicable. Buyer shall not remove any items of equipment from the plant site or otherwise transfer any interest therein without first providing Seller with written assurance of limitation of and protection against liability (both nuclear and non-nuclear) following the proposed removal or transfer at least equivalent to that afforded to Seller and its suppliers under Sections 15 and 23 of these General Terms and Conditions of Sale. Removal or transfer contrary to this provision shall, in addition to any other legal or equitable rights of Seller, make Buyer the indemnitor of Seller and its suppliers to the same extent that they would have been protected had no such removal or transfer taken place. Any Seller's material or equipment which becomes radioactive at the work site, shall, at Seller's option, be purchased by Buyer. Any nuclear decontamination necessary for Seller's performance (including warranty) shall be performed by Buyer without cost to Seller.

18. COMPLIANCE WITH LAWS, CODES, AND STANDARDS.

(a) Seller represents that the Products will be produced in compliance with applicable fair labor standards laws, occupational safety and health laws, and laws related to nonsegregation and equal employment opportunity. Warranties for design services and the accuracy of any materials list provided by Seller shall be limited only to those codes, standards or specification requirements specifically stated in Seller's quotation documents or transmittal sheets or accepted change order or revisions and only as in effect at the time of quotation or Seller accepted change revisions. The Contract price, delivery and performance dates and any performance guarantees will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change in industry specifications, codes, standards, applicable laws or regulations.

(b) Each party shall comply with all applicable laws, regulations, and ordinances. Without limiting the foregoing, in no event shall Buyer take any action(s) contrary to the export and import laws and regulations in effect as of the date of shipment of the Products of any country involved in the transactions contemplated by the Agreement. Buyer shall comply with applicable international export and/or embargo regulations, in particular the applicable German, EU and US regulations. Seller reserves the right to terminate or withdraw from the Agreement and/or the fulfillment of any purchase order hereunder if it becomes apparent that Buyer or its end user of Seller's Products or services is a person or entity listed under applicable German, US, European, and/or international export or embargo regulations or that the delivery is intended for a country to which delivery is prohibited under these regulations. Buyer undertakes to inform Seller in due time if any Products and/or services are to be passed on to an end user or transferred to such country and if this could violate the afore mentioned regulations. Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any goods supplied under or in connection with the Agreement or any purchase order hereunder that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The same obligations apply in relation to Belarus conform Article 8g of Council Regulation (EU) 765/2006. Buyer shall undertake its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers. Any violation of this clause shall constitute a material breach of an essential element of this Agreement, and Seller shall be entitled to all appropriate remedies, including, but not limited to, termination of the Agreement and/or any purchase order hereunder. Buyer shall immediately inform Seller about any problems in applying the requirements of this clause, including any relevant activities by third parties that could frustrate the purpose of this clause.

19. FAIR DEALING. Seller is committed to prohibiting bribery anywhere in the world, in connection with any kind of business, directly by Seller personnel or through intermediaries or third parties, to government or private individuals. Seller maintains an active program to monitor the activities of third parties with whom it conducts business and will not interact with third parties who engage in improper activities or make improper payments.

20. DRAWINGS. Any drawings submitted herewith are only to show the general style, arrangement, and approximate dimensions of the Products offered. No work is to be based on drawings unless the drawings are certified. In no event will manufacturing or proprietary drawings be supplied.

21. CONFIDENTIALITY. Buyer agrees that all drawings, prints and other technical material which Seller provides to Buyer, whether prepared by Seller or by third parties under contract to Seller, contain data which embody trade secrets and confidential know-how of commercial value to Seller or third parties under contract to Seller. Buyer agrees (a) to keep such information confidential; (b) that it will not disclose such information to any other person, corporate division or entity; (c) will not use such information except in connection with the Products supplied hereunder; and

(d) will not sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose, without Seller's prior written consent. Nothing herein shall restrict the use of information generally available to the public.

22. INTELLECTUAL PROPERTY. Buyer acknowledges Seller and its affiliates are the owners of brands, trademarks, designs, patents, copyrights and other intellectual property relating to Seller's Products, and that no right or license is conveyed by Seller to Buyer to manufacture, have manufactured, modify, import or copy such Products. Buyer agrees that it will reference brands of Seller or its affiliates only in connection with the use or sale of Products delivered to Buyer hereunder, and not in connection with the sale of any other Product, except as separately authorized by Seller in writing.

23. PATENT INDEMNITY. Seller will defend, at its own expense, any action against Buyer brought by a third party to the extent that the action is based upon a claim that a Product provided under the Agreement infringes any U.S. (Canadian) patents or copyrights, or misappropriates any trade secrets, of a third party. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. Notwithstanding the foregoing, Seller will have no obligation to defend or pay any costs or damages related to any infringement claim based upon any: (i) misuse or modification of the Product by Buyer or its employees, agents or downstream customers, (ii) use of the Product in combination with other materials, goods, products, or services for which the Product was not intended to be used (as demonstrated, for example, by Seller's applicable product literature), (iii) failure of Buyer to implement any update provided by Seller that would have prevented the claim, (iv) Product that Seller made to Buyer's specifications or designs, (v) Product that is not supplied by Seller, or (vi) patents declared to be essential by the patent owner under a technical standard or otherwise available for licensing under fair, reasonable, and non-discriminatory terms. The foregoing obligations are conditioned on Buyer (i) notifying Seller promptly in writing of the action, (ii) making no admission of liability and giving Seller sole control of the defense thereof and any related settlement negotiations, and (iii) cooperating and, at Seller's request and expense, assisting in the defense. If the Product becomes, or in Seller's opinion is likely to become, the subject of an infringement claim, Seller may, at its option and expense, either (i) procure for Buyer the right to continue using the Product, (ii) replace or modify the Product so that it becomes non-infringing, or (iii) accept return of the Product and refund Buyer the amounts actually paid by the Buyer to Seller for the Product, less depreciation over a three (3) year period. THIS IS SELLER'S ENTIRE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

24. INDEMNITY. Buyer agrees to defend, indemnify and hold the Seller (and its agents, representatives, employees, officers, related companies, successors and assigns, and customers) harmless from all claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of Buyer, its agents, employees, or subcontractors.

25. EXCUSABLE DELAY/FORCE MAJEURE. Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for any delays, interruption, or failure to perform under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. If Seller's performance is delayed, impacted,

or prevented by a Force Majeure Event or its continued effects, Seller will be excused from performance or, at Seller's option, entitled to complete performance and extend any relevant completion date or scheduled milestone by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform, Buyer shall reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with government requirements, or other costs and expenses incurred by Seller in connection with the Force Majeure Event. As used herein, a "*Force Majeure Event*" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including but not limited to the following: acts of God or natural disasters, acts or omissions of any governmental authority (including, without limitation, change of any applicable law or regulation), disease or public health risks and/or responses thereto, strikes, labor disputes, an increase of 5% or more as a result of Trade Restrictions or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, cyber-attacks, or unavailability or shortage of parts, materials, supplies, or transportation

26. WAIVER. No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

27. VALIDITY OF PROVISIONS. In the event any provision or any part or portion of any provision of these terms and conditions shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.

28. ELECTRONIC MEDIA. Buyer agrees that Seller may scan, image or otherwise convert these terms and conditions into an electronic format of any nature. Buyer agrees that a copy of these terms and conditions produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation.

29. MISCELLANEOUS. Seller expressly disclaims any requirement, understanding or agreement, whether express or implied, contained in any Buyer purchase order, shipping release form, policy, code of conduct or elsewhere, that any of Seller's personnel be vaccinated against Covid-19 under any federal, state or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"), unless and solely to the extent that such requirement is expressly set forth in a written agreement manually signed by an authorized officer of Seller.

General Terms and Conditions of Sale

Appendix A

Business	Product	Warranty Length From Shipment
Detection	SIMPLEX (outside United States and Canada), AUTOCALL, ZETTLER and FIRECLASS Fire Detection and Alarm Products	3 Years
EAS-1 Electronically Activated Sprinkler System	EAS-1 Components (including sprinklers)	3 Years
Firefighter Air Replenishment Systems (FARS)	Firefighter Air Replenishment Systems (FARS) – Component Parts	Earlier of 2 Years from shipment or 1 Year from final commissioning
Foam Agents & Hardware	TYCO Foam Hardware - Purchased Product	1 Year
Gaseous Suppression Systems	CV98 Valve	5 Years
Gaseous Suppression Systems	Engineered Fire Suppression Systems – Component Parts	1 Year
Gaseous Suppression Systems	Engineered Fire Suppression Systems - IGS-300 System	3 Years
Gaseous Suppression Systems	Engineered Fire Suppression Systems - CV98 Valve	5 Years
Gas Station System	ATTENDANT Gas Station Systems	3 Years
Industrial Systems	I-101 - Purchased Parts	1 Year
Industrial Systems	MONARCH Industrial/Paint Booth Fire Protection System	3 Years
Mechanical Products	GRINNELL Grooved	10 Years
Portable Extinguishers	ANSUL Extinguishers including SENTRY Dry Chemical, CO2, Water, K-GUARD and CLEANGUARD	6 Years
Portable Extinguishers	ANSUL Wheeled Extinguishers	6 Years
Portable Extinguishers	PYRO-CHEM Extinguishers including Dry Chemical, CO2, Water, KITCHEN ONE and CLEAN AGENT	6 Years
Portable Extinguishers	RED LINE Cartridge Operated Hand Portables	12 Years
Restaurant Systems	KITCHEN KNIGHT II	3 Years
Restaurant Systems	R-102/PIRAHNA	5 Years
Restaurant Systems	R-102/PIRANHA - Purchased Parts	1 Year
Spill Control Products	SPILL-X - Purchased Products	1 Year
Spill Control Products	SPILL-X Spill Gun Applicator	5 Years
Sprinkler System Components	TYCO FH-1A & FASTFLEX Flexible Hose	1 Year
Sprinkler System Components	G-FIRE	10 Years
Sprinkler System Components	Sprinklers	10 Years
Tyco Corrosion Solutions	NG-1 Nitrogen Generator and Accessories	1 Year
Valves & Accessories	TYCO Branded Valves	10 Years
Vehicle Systems	A-101/LVS and CHECKFIRE - Purchased Products	1 Year