

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

1 Applicability

1.1 These General Purchasing Terms for Products ("GPTs") apply to the procurement and delivery of products ("Products") in accordance with the purchase order to which these GPTs are referenced or attached.

1.2 Supplier explicitly acknowledges and accepts these GPTs upon issuing an order confirmation. Terms, including the supplier's own terms, on the order confirmation are not valid unless explicitly accepted in writing by NCS.

1.3 The NCS Group encompasses all fully owned subsidiaries and companies controlled by NCS International A/S. References to NCS in these GPTs apply to the contracting company specified in the purchase order.

2 Contract

2.1 The contract ("Contract") comprises NCS' purchase order, the supplier's order confirmation, and these GPTs. In case of conflict, the order of precedence is: (1) Purchase Order, (2) these GPTs, (3) Order Confirmation. The Order Confirmation must be sent within three days of receiving the PO and include essential details like PO number, NCS item number, quantity, price, delivery time, and address. The PO number must be referenced on all Contract-related documents.

3 Postponement and Cancellation

3.1 NCS may postpone Product delivery by up to six weeks without cost, given advance notice. In case of extended postponements NCS must compensate Supplier reasonable documented storage costs.

3.2 NCS' may at any time prior to delivery cancel the Contract partially or in full against compensation to Supplier for reasonable direct cancellation expenses incurred.

4 Prices

4.1 Prices are as agreed and specified in the Contract. NCS Unless stated otherwise in writing, the prices cover delivery DAP (Incoterms 2020) at the location noted in the PO, with packing, insurance, and handling included.

4.2 Any unforeseen expenses during manufacturing or delivery are the Supplier's responsibility. The Supplier is obligated to cover all taxes, duties, tariffs, or levies imposed and reimburse and indemnify NCS for any taxes paid by NCS on Supplier's behalf.

5 Invoicing and Payments

5.1 Supplier is solely entitled to submit invoices to NCS after delivery. NCS has 15 days to accept the invoice from its reception date. Once accepted, NCS will make

payments within 75 days from the end of the invoice month.

6 Suspension of delivery

6.1 Supplier is not allowed to withhold Product delivery due to any amounts 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 delivery dates with NCS must be strictly adhered to. Partial deliveries are only allowed if confirmed in writing.

7.2 Delivery terms are DAP (Incoterms 2020) or as otherwise agreed in writing. The Supplier acknowledges that timely delivery is crucial for NCS. The Products must be delivered on the specified date in the PO and during NCS' normal business hours, or as instructed by NCS.

7.3 All necessary shipping documents, quality documents, instructions, and certificates must be sent to NCS on the date of Product shipment. Any delay in delivering these documents is considered a delay in Product delivery.

7.4 Title to the Product transfers to NCS upon delivery. If the Products are not delivered on time and it's not due to force majeure or NCS's responsibility, NCS can claim liquidated damages at a rate of 2% of the purchase price for each day of delay, not exceeding 20% of the purchase price. These damages are due upon NCS's written demand.

7.5 In addition to liquidated damages, NCS is entitled to claim compensation for any other documented losses related to delays.

8 Warranty, Defects and Indemnification

8.1 The Supplier guarantees that the supplied Products: (i) are fit for purpose; (ii) are new and high quality, free from defect in design, materials, and workmanship; (iii) adhere to NCS' specifications; and (iv) comply with all applicable laws, regulations, norms, and standards. A breach of this warranty is termed a "Defect."

8.2 The warranty for the Products is five years from delivery ("Warranty Period"), without waiving NCS's other rights under applicable law after this period.

8.3 Upon discovering a Defect, NCS will within reasonable time notify the Supplier, who must, at their own risk and cost, promptly remedy the Defect by repairing, reinstalling, or replacing the defective Product.

8.4 If the Supplier fails to fulfill this obligation or if circumstances, at NCS's discretion, necessitate immediate action, NCS may rectify the Defect itself or employ a third party, with the remedy at the Supplier's

risk and cost. Failure to address a Defect promptly may lead to Contract termination and compensation claims by NCS.

8.5 Repaired or replaced parts are covered by the warranty for either two years from repair/replacement or the remainder of the original Warranty Period, whichever is longer. New replaced Products have a new five-year warranty.

8.6 In addition to remedy costs, the Supplier is liable for reimbursing NCS for all costs, losses, and damages resulting from Defects, including dismounting/mounting costs, repair/replacement of other equipment, and transportation costs.

8.7 Supplier assures compliance with all relevant laws and regulations for delivered Products.

8.8 Supplier is responsible for its personnel and must indemnify and hold NCS harmless for expenses, claims, and actions related to bodily harm or injury incurred by such personnel, whether based on tort, contract, or strict liability.

9 No liability for indirect losses.

9.1 Except as otherwise specified in these GPT's, neither Party is liable to the other for indirect losses such as loss of Production or profit under the Contract, unless due to: (i) breach of confidentiality, (ii) third-party claims of intellectual property infringement against NCS, (iii) death or personal injury, or (iv) gross negligence, willful misconduct, fraudulence, or third-party claims for liquidated damages.

9.2 Losses suffered or damages incurred by NCS includes losses or damages suffered by any entity within the NCS Group, directly or indirectly, through reimbursement to third parties.

10 Generic defect

10.1 If the same or similar Defect occurs in the higher of 5% or 10 Products manufactured to the same design within a 24-month period, over the initial or extended warranty, it is termed a "Generic Defect."

10.2 In case of a Generic Defect, the Supplier must, at its own cost, implement the remedial action approved by NCS for all Products with the same design delivered to any entity in the NCS Group, covering manufacturing, delivery, recertification, installation, and testing of necessary modifications.

10.3 For Generic Defects, the Parties will assess if similar defects may exist in other Product categories. If so, NCS may require the Supplier to take remedial steps for those categories, irrespective of actual manifestation.

10.4 NCS may carry out the remedial action if it can be part of scheduled maintenance, at a fixed and reasonable rate per Product, ensuring cost-efficient

implementation. Both Parties commit to minimizing involved costs.

11 Product recall

11.1 If a recall is mandated by a governmental agency or if NCS or a NCSD customer deems it necessary (e.g., for a potential safety hazard), the Supplier must promptly create a corrective action plan. This plan should encompass all actions required by relevant laws and regulations. The Supplier will submit the plan to NCS for review and approval. Both Parties agree to cooperate to ensure the plan is acceptable before implementation. The Supplier is responsible for reimbursing NCS for all reasonable costs and expenses incurred in connection with the recall, repair, replacement, or refund program.

12 Product Liability

12.1 The Supplier must maintain sufficient public and Product liability insurance for the Products. This insurance should remain valid for the duration of the business cooperation between NCS and the Supplier and for an additional five years thereafter. The Supplier's liability is not restricted to the insured amount.

12.2 The Supplier takes full responsibility and liability for any Product liability claims associated with the delivered Products, whether the claim is directed at the Supplier or NCS. The Supplier is obligated to indemnify and hold NCS harmless from all claims related to Product liability with respect to third parties.

13 Assignment, Transfer of Performance of Contract

13.1 The Supplier may not assign or transfer its obligations or rights under these GPTs and the Contract without prior written approval from NCS. However, NCS has the right to assign all rights and obligations under the Contract to any company within the NCS Group without requiring prior authorization.

14 Use of subcontractors

14.1 The Supplier may only use a subcontractor if approved in writing by NCS.

14.2 The Supplier is responsible for all actions and omissions of the subcontractor as if they were carried out by the Supplier itself.

15 Confidentiality and Intellectual Property Rights

15.1 Throughout the commercial relationship and five years after termination, both Parties must treat confidential technical and commercial information disclosed by either Party as well as information obtained within the context of their services in confidentiality. Such information should only be used for fulfilling the Contract, and upon NCS's request, the Supplier must return or destroy any documentation.

15.2 The Supplier, if approved by NCS, must ensure that any subcontractor signs a binding undertaking to adhere to the confidentiality obligations.

15.3 Intellectual property rights (IPR) and know-how provided by one Party to the other may only be used for Contract performance unless explicitly approved in writing. NCS retains sole ownership of IPR for customized Products based on its specifications.

15.4 The Supplier warrants ownership of IPR related to the Products or possesses valid licenses, ensuring exploitation without limitation.

15.5 If a third party claims IPR infringement by the Products, the Supplier must indemnify and hold NCS harmless from any liability, claims, damages, or costs.

15.6 The Supplier cannot use NCS Group trademarks or trade names in promotional material without NCS's written approval.

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

16.1 The Supplier must adhere to all health and safety rules and regulations, as well as security requirements at the delivery locations, irrespective of whether set by NCS or according to applicable law.

16.2 The Supplier is required to comply with the NCS Supplier Code of Conduct, ensuring that chemicals and materials in delivered Products meet the Code's requirements. This includes providing safety data sheets and updates in accordance with local legal requirements before the first delivery.

16.3 The Supplier must not source conflict minerals from conflict-affected and high-risk areas, including the Democratic Republic of the Congo and adjoining countries.

16.4 The Supplier is obligated to conduct its business in an environmentally responsible manner, taking measures to prevent accidental releases of hazardous materials.

16.5 The Contract is subject to compliance with US, UN, and EU export control laws, conventions, and trade regulations. Both NCS and the Supplier agree to comply, and the Supplier must promptly inform NCS in writing of any relevant information for full compliance with these regulations.

18 Force Majeure

18.1 In case of 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 GPT's 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 Personal Data Protection

20.1 The Parties will only share personal data about specific employees or third parties engaged in fulfilling the Agreement as part of their contractual relationship.

20.2 NCS and the Supplier, as applicable, will act as data controllers for the collection and processing of personal data.

20.3 If a claim arises due to non-compliance with this clause, the Party responsible will defend and indemnify the other Party against such claims.

20.4 If Supplier acts as a data processor for NCS, the Parties will enter into a Data Processing Agreement in compliance with applicable data protection laws.

21 Invalid provisions

21.1 If any of these GPTs or specific terms agreed between NCS and Supplier are declared invalid, the remaining terms shall continue unaffected. The Parties will collaborate to establish replacement terms that, to the extent possible, express the initial intention of the Parties.