



Firetrol, Inc. ("**Firetrol**") is herein referred to as the "**Seller**" and the customer or person or entity purchasing goods, replacement parts, products and/or services (hereinafter referred to as "**Products**") from Seller is referred to as the "**Buyer**."

The Terms and Conditions set forth herein, including the Seller's Sales Order and any supplements which may be attached hereto, (collectively, the "**Agreement**"), constitute the full and final expression of the contract for sale of Products by the Seller to the Buyer, and supersede all prior quotations, purchase orders, correspondence or communication, whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgement, Buyer shall be bound by this Agreement, when Buyer sends a purchase order or otherwise indicates acceptance of this AGREEMENT or when it accepts delivery from the Seller of the Product. THE TERMS OF THIS AGREEMENT ARE EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR ANY DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

1. PRICES:

Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Products (the "**Selling Price**") shall remain in effect for thirty (30) days after the date of Seller's quotation provided that an unconditional authorization from Buyer for the shipment of the Products (or the performance of the services) is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the Selling Price for the Products at the time of shipment (or performance).

All Selling Prices are exclusive of any custom duties, taxes, transportation, customized packaging and insurance, which are to be borne by Buyer.

Services Assumptions: Seller's service quotations are based on work performed during normal working hours (10 hours) between the hours of 08:00 and 18:00 local time, regular local working days, holidays excepted. Unless otherwise specified in writing the following are chargeable in addition to base rates; overtime or premium hour wages or charges, travel costs, specialized tools and test goods, utility shutdowns, any delays or site issues not caused by Seller, additional trips due to scheduling, postponements or delays, No on-site orientation, safety training, or work required for site specific requirements is included in a quotation un-

less expressly specified by Seller. Current rates are in Seller's then-current Seller Field Services Demand Labor Rates document. Field specialists bill a 4-hour minimum charge for travel where Seller's services ("**Services**") are performed in less than 4 hours, and an 8-hour minimum charge for Services otherwise.

Selling Prices and discounts shown in any Seller publication are subject to change without notice and are not to be construed as a definite quotation or offer to sell by the Seller. Such literature is maintained only as a source of general information; any prices & discounts shown therein are subject to confirmation with a specific quotation. Catalog weights and dimensions are not guaranteed by Seller.

Selling Prices on orders requesting shipment longer than six (6) months from date of order, or orders held at Buyer's request and not released in time to be shipped within the six (6) month period, are subject to additional fees and or a unilateral increase by Seller in the Selling Price for the affected Products in order to compensate Seller for any warehousing and other Seller expenses incident to such delay, and Buyer hereby agrees to pay such additional fees and price increases.

When Selling Prices are confirmed on a Seller's Sales Order, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. When drawings for approval are required for any Product or Service, the drawings applicable to that Product or Service must be returned within 60 calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment of Product and must be marked "APPROVED" or "APPROVED AS NOTED". Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 60-day period.
3. Shipment of Products is made, or in the case of Services are provided within the quoted lead time.

2. TAXES:

Any current or future tax or governmental charge (or increase in same), including without limitation Goods and Services tax, sales tax, excise tax, value-added tax, use tax, environmental levies and import/export duties, affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, ("**Taxes**"), shall be for Buyer's account. Seller may elect to add Taxes to the price

or bill Buyer separately, absent the receipt of a valid exemption from Buyer. Quoted or estimated prices referenced by Seller do not include any Taxes unless otherwise expressly indicated.

3. TERMS OF PAYMENT:

Unless otherwise confirmed by Seller on the Seller's Sales Order, payment shall be cash before delivery. Subject to Buyer's credit status at delivery or any other relevant consideration Seller reserves the right to offer other payment terms.

In the event Buyer fails to make any payment when due, Seller shall have the right, among other remedies, (a) to terminate the Agreement or suspend further performance under the Agreement and/or other written agreements with Buyer, which other written agreements Buyer and Seller hereby amend accordingly; (b) with or without legal process and using such force as may be lawful and necessary, to enter into or upon the premises where Products are located and take possession of them, and (c) to cancel all warranties herein, and/or (d) require Buyer to prepay for further Product shipments or Services, until full payment has been received.

Buyer shall be liable for all expenses, (including without limitation any reasonable attorneys' fees, legal costs, and collection costs) relating to the collection of past due amounts. Any payment owed to Seller that is not paid when due shall be deemed to be a material breach of the Agreement and shall bear interest from the date on which it is due until it is paid at a rate equal to 5% per year above the "prime rate" of interest per year quoted by the Royal bank of Canada from time to time as its reference rate of interest for United States dollar demand loans made to its commercial customers in the United States and which it refers to as its "prime rate", as such rate may be changed from time to time.

The Buyer has no right to offset against claims and has no right of retention or withholding of payment due unless Buyer's claim or counterclaim has been established by a final and binding decision of the competent court or is undisputed by written notice from Seller.

In the event of bankruptcy or insolvency of Buyer, or in the event of any proceedings brought against Buyer, voluntary or involuntary, under bankruptcy or any other insolvency laws, Seller shall be entitled to cancel any orders then outstanding at any time and Seller shall receive reimbursement for its reasonable and proper cancellation charges.

4. SHIPMENT AND DELIVERY:

4.1 Delivery: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged in the Seller's Sales Order, all shipping dates and/or performance dates are approximate estimates and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Products for which

Buyer has not provided shipping instructions and other required information.

If the shipment of the Products (or performance of Services) is postponed or delayed by Buyer for any reason, the Products shall be invoiced on the date that they are ready for shipment (or performance) and the terms of payment will apply as from the invoice date. Buyer further agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom.

4.2 Shipment: Unless Seller confirms otherwise in the Seller's Sales Order, all shipments shall be EXW (Ex Works) at Seller's designated location (delivery point) (per ICC Incoterms 2020).

4.3 Transfer of Risk: Risk of loss or damage shall pass from Seller to Buyer and delivery shall be deemed to occur upon transfer of possession to the first carrier or Buyer's representative at the delivery point per (EXW per ICC Incoterms 2020).

4.4 Retention of Title: Seller retains title to all Products delivered by Seller until receipt of all amounts invoiced (including interests and charges) and the Buyer agrees to perform all acts which may be necessary to assure the retention of title to such property by the Seller.

In the event Buyer re-sells the Products before title to the Products passes to Buyer in accordance with this section 4, Buyer shall account to Seller for all of the proceeds of any re-sale and prior to paying such proceeds to Seller, Buyer shall hold the same in a fiduciary capacity keeping the same separate from its other money. Unless mutually agreed in writing, Buyer hereby assigns to Seller the portion of the Buyer's claim against its end-customer to the extent the Products have been processed, transformed or combined with other products sold by Buyer to such end-customer. The Seller hereby accepts the assignment. Seller shall be entitled to recover directly from Buyer's end-customer any unpaid portion of the Product value owed by Buyer. If the full Selling Price for Products provided by Seller to Buyer is not paid prior to delivery of the Products to Buyer, Seller hereby retains and Buyer hereby grants Seller an unconditional purchase money security interest in the Products purchased by Buyer, all additions and accessions thereto, and the proceeds thereof, to secure payment and performance of all of the buyers obligations to Seller. Buyer agrees and acknowledges that Seller is authorized to immediately file a UCC-1 financing statement in the appropriate jurisdictions, evidencing its security interest in the Products. Buyer shall provide all information requested by Seller and shall otherwise cooperate with Seller to enable it to perfect its security interest. Seller shall be entitled to carry out all applications and registrations as it deems necessary for securing its title and Buyer

shall assist upon request. The retention of title shall not affect the passing of risk under section 4.3.

4.5 Receipt of shipment: Claims for shortages or other errors must be made in writing to the Seller within ten (10) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by the Buyer.

When shipment has been made on a F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered must:

1. Not move the Product from the point of examination.
2. Retain shipping container and packing material.
3. Document and take pictures of damaged goods.
4. Notify the carrier in writing of any apparent damage to the Product on the shipping document.
5. Notify the Seller in writing within 72 hours of delivery.
6. Send Seller a copy of the carrier's inspection report and any other relevant documents or proof of damage.

5. LIMITED WARRANTY:

5.1 Products: Seller warrants that, for a period of one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment, whichever occurs first, this Product: (i) meet the specifications for the Product and (ii) is free from defects in material and workmanship. During that warranty period, subject to the following, a Product which is found to be defective will be replaced or repaired, at the option of Seller. Seller's total liability under the limited warranty set forth in this section 5.1 is for the repair or replacement of Product which is proved to be defective or the re-performance of the applicable Services. Under no circumstances will Seller be liable for any other damages or losses whatsoever, even if it has been advised of the possibility of such damages. This warranty and the Services warranty set forth in Section 5.2 do not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses which may be incurred in connection with repair or replacement or a Product, or re-performance of a Service. This warranty and the Services warranty set forth in Section 5.2 do not extend to subsequent owners of the Product or successors-in-interest of the Service during the applicable warranty period. The above warranty shall apply mutatis mutandis to replacement parts for a period of thirty (30) days from the date of the shipment of the part.

5.2 Services: For Services provided by Seller, Seller warrants that for a period of one (1) year from the date of Service completion, such service (i) meets the specifications for such service, and (ii) such Service will be free from defects in workmanship. During the warranty period,

Service which is found to be defective or not meeting specifications will be re-performed.

5.3 Seller assumes no responsibility and will accept no claims nor any charges in connection with any repairs which are not authorized by Seller. Product must not be returned to Seller without the prior written authorization of Seller. To that end, if Buyer believes that Product is defective, it must notify Seller immediately and in writing. The notice must describe the exact nature and details of the alleged nonconformity to this warranty. Buyer must give Seller a reasonable opportunity, at Seller's option, to examine the claimed nonconformity and Buyer shall not undertake any repairs without Seller's prior written consent. If Buyer wishes to conduct tests to determine whether the Product has any nonconformity or defect under this warranty, it must notify Seller prior to conducting the tests, endeavor to reach an agreement with Seller on testing procedures and provide Seller with an opportunity to witness such tests. Coverage under this limited warranty is conditional at all times upon Buyer's compliance with these required notification procedures. Buyer's failure to follow these procedures releases Seller from its obligation to provide remedies.

5.4 Freight charges for Product returned to Seller for repair/warranty analysis are the responsibility of Buyer. In making such returns, Buyer must properly package returned Product to protect against risk of loss and damage in transit, including, but without limitation, damage from electrostatic discharge. For Product returned for warranty repair, any repair, replacement or issuance of a credit provided by Seller shall be Buyer's sole and exclusive remedy with respect to a breach of the warranty set forth herein. All costs relating to un-installing or re-installing the Product shall be borne by Buyer. Without limiting the generality of the foregoing, in no event will Seller be liable for transportation, installation, adjustment or other expenses which Buyer may incur in exercising its right under this limited warranty.

5.5 Seller will also not be responsible for any damage or defects to Product or to any other property resulting from or in any way attributable to; (a) improper storage of the Product, including, but without limitation, failure to store the Product indoors, failure to store the Product in its original packaging, failure to store the Product in appropriate environmental conditions including, but without limitations, temperature, vibration and humidity control; (b) improper installation or maintenance of the Product (Seller's installation and maintenance instructions are included in the original packaging, or may be obtained via www.firetrol.com); (c) use or operation of the Product under conditions for which they are not designed or that exceed their published specifications,

intentional or otherwise; (d) normal wear and tear, including, but without limitation, corrosion; (e) the Product at issue having been subjected to carelessness or abuse, or the Product not being used in accordance with Seller's recommendations or industry standards, including, but without limitation, failure of Buyer to maintain appropriate environmental conditions, including, adequate electrical power, temperature, vibration and humidity control and any combination or use of the Product with any incompatible equipment or ancillary products; (f) Modifications, alterations, service, repair or replacement made by Buyer or any third party that were not requested or authorized by Seller; or (g) causes beyond Seller's reasonable control. Seller shall also be under no obligation to buy, in connection with any Product that was altered, modified or repaired without Seller's prior written consent.

5.6 THIS LIMITED WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER ASSUME ANY LIABILITY IN CONNECTION WITH THE PRODUCT FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

6. SOFTWARE:

Any software or computer information, in whatever form that is provided with Products manufactured by Seller or as part of the Services, is licensed to Purchaser solely pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption and warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligations with respect to the performance of the Software or to provide updates or revisions.

7. PATENTS AND COPYRIGHTS:

Subject to the limitations herein indicated, Seller warrants that the Products sold, except as are

made specifically for Buyer according to Buyer's specifications, do not infringe any valid patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that the Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Products. In the event (i) such Products are held to infringe such a patent or copyright in such suit, and the use of such Products is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its sole option and expense, to procure for Buyer the right to continue using such Products, to replace them with non-infringing Products, to modify same to become non-infringing, or to grant Buyer a credit for the depreciated value of such Products and accept return of them. In the event of the foregoing, Seller may also at its option, cancel the Agreement as to future deliveries of such Products, without liability.

8. INTELLECTUAL PROPERTY:

Buyer shall indemnify and hold Seller harmless from and against any and all losses, costs, expenses, claims, demands, suits and judgments arising from actual or alleged infringements of any third-party's intellectual property rights by any Products manufactured to Buyer's specifications, or to the extent that such infringement is caused by Seller's compliance with any Buyer's requirement or specification. Subject to the foregoing, Seller shall defend any suit or proceeding brought against Buyer on a claim that Products sold under this Agreement, or any part thereof, directly infringes any third party intellectual property right, provided that Seller is notified promptly in writing and given all necessary information, assistance and authority to defend same. Seller shall pay all damages and costs awarded against Buyer as a result thereof. If as the result of such direct infringement, the court enjoins the use of any Product, or part thereof, in the manner intended by Seller; Seller shall at its sole expense and option: (a) procure for Buyer the right to continue using said Product or part, (b) replace such Product or part with a non-infringing Product or part (c) modify said Product or part so that it becomes non-infringing or (d) remove said Product or part and refund its purchase price and transportation costs. Seller shall have no further liability for actual or alleged patent infringement except as provided herein.

9. PROPRIETARY INFORMATION INJUNCTION:

Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "**Proprietary Information**") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement

to refrain from disclosing, using or reproducing Proprietary Information shall survive the completion of the sale under this Agreement and/or the termination or expiration of any Agreement as the case may be. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm, and Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

10. CONFIDENTIALITY:

Each Party agrees to keep confidential and treat as business secrets all commercial and technical information of the other party, which comes to its knowledge in the course of the business relationship and is identified to be confidential, unless such information is or becomes public knowledge without fault of the receiving party. The terms of this provision shall survive the completion of the sale under this Agreement and/or the termination or expiration of any Agreement, as the case may be.

11. EXCUSE OF PERFORMANCE:

Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunications systems; acts of God; war; terrorism; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; unforeseen circumstances; acts or omissions of Buyer; or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the Agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total demand for the Products, or to obtain material used directly or indirectly in the manufacture of the Products (or performance of the Services), is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Products, and/or such material (without obligation to acquire other supplies of any such Products or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

12. CANCELLATION:

Any Buyer's Sales Order cancellation request must be sent to the Seller in writing. Orders that have been acknowledged by the Seller with a Seller's Sales Order are firm commitments and are not subject to cancellation without the written consent of Seller. If a Buyer Sales Order cancellation is approved by Seller, Seller shall impose a cancellation fee which may range from **30% of the value of the Seller's Sales Order to a maximum of the full value** before taxes

of the Seller's Sales Order, as established by Seller to cover actual cost of material, fabrication costs, special engineering costs, and the costs associated with testing, handling and administration.

13. RETURNS:

Products may only be returned when the seller agrees to such return, authorizes and issues a written Return Order form and number (herein referred to as an "RMA") Buyer shall return and ship Products, duty, deliver paid ("DDP" as defined in Incoterm 2020) to Seller's designated location. Any Products returned will be subject to an inspection. It is in the Seller's sole discretion to determine if the Products have been returned in good condition. Once such determination is made and the Products have been returned in good condition, a credit will be issued for the Product using its Selling Price from the Seller's Sales Order excluding taxes but including duty, less a minimum **30%** restocking fee. The RMA number shall be indicated on all shipping documents. Any Products returned to Seller without an RMA number will be automatically refused and returned to its owner at its expense.

14. SALES ORDER CHANGE FEE:

Buyer must request changes in the designs, drawings and specifications of the Products by notifying the Seller in writing with a revised Buyer's PO. Such request shall in no event occur later than five (5) business days from the Buyer's purchase order date. Any changes agreed upon by the parties shall be confirmed with a Buyer's revised PO and a revised Seller's Sales Order. A fee equivalent to \$100.00USD per line item plus the actual cost of the Products will be added to the revised Seller's Sales Order for any modification. The Seller may refuse any requested change in its sole discretion.

15. EXPEDITED ORDER LEAD TIME FEES:

The buyer may request shipment at an earlier date for a Seller Sales Order already issued. The Buyer may also request a shorter lead time as compared to the published Standard Lead Times in effect at the time of placing the order. In consideration of such requests, the Buyer shall be charged an expedited order fee based on the published Order Expedited Lead Time Fees issued on the web site of the Seller and in effect at the time of placing the order. If the order is not shipped on or before the Buyer's requested shipping date, the Order Expedited Lead Time Fees will not be charged, and the Buyer shall not be entitled to any compensation. Orders without a requested shipping date will be subject to the Seller's published Standard Lead Times in effect at the time of placing the order.

16. MINIMUM ORDER CHARGE:

Buyer's purchase orders must be for a minimum total value of \$100.00USD before taxes, if applicable. Verbal orders will not be accepted. Order values less than the stated minimum value will be automatically

adjusted to the minimum order value.

17. CURRENCY:

Seller's Sales Order transaction currency will be confirmed on the Seller's Sales Order. Should the Seller's Sale Order not specify the currency, it will be considered made in United States Dollars.

18. ASSIGNMENT:

Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

19. INSPECTION/TESTING:

Buyer, at its option and expense, may observe the inspection and testing by Seller of the Products for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller (the "Visit").

Any rejection of the Products pursuant to a Visit must be made promptly by Buyer, and before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Products meet Seller's criteria for such procedures. If Buyer does not inspect the Products at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of the delivery of Products and (ii) from the date of completion of each portion of the Services to inspect the Products, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Products are not conforming. Failure by Buyer to give such notice by such deadline constitutes unqualified acceptance of the Products. Buyer's sole remedy for non-conforming Services shall be correct performance of Services incorrectly performed by Seller.

20. EXPORT, RE-EXPORT, TRANSFER AND USE CONTROLS:

The Products supplied by Seller under this Agreement may be subject to applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, Canada, and the European Union. Buyer shall comply with such laws and regulations governing export, re-export, transfer and use of Seller Products and will obtain all required U.S., EU, Canadian and local authorizations, permits, or licenses. Seller and Buyer each agree to provide the other party with information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Buyer's obligations under this section shall survive the expiration or termination of this Agreement.

21. DRAWINGS:

Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with the Agreement are the property of Seller and Seller retains all rights,

including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such documentation, prints or drawings to Seller immediately upon request therefor.

22. COMPLIANCE WITH LAWS:

22.1 Seller shall comply with all laws and regulations to which Seller is subject pertaining to the manufacture of the Products. For the avoidance of doubt, "laws and regulations" do not include recommendations of standard-setting organizations. Seller shall not be responsible for noncompliance with laws arising out of combination, operation or use of the Products with products not supplied by Seller where use of the Products without such combination, operation or use would be in compliance with such laws.

22.2 Buyer shall obtain all licenses, permits and approvals required by any government or applicable authority, including any recycling or take-back programs applicable to packaging of Products. Buyer shall comply with all applicable laws, rules, regulations, policies and procedures and any requirements applicable to the importation, exportation, use, sale, loan, purchase, destruction and distribution of Products under any laws and regulations, of any government or other competent authority where the Products are to be used or deployed (collectively, "Applicable Laws"). In the event of any third party claim against Seller relating to the foregoing, Buyer shall provide all necessary information and assistance in the resolution of the claim and Buyer shall indemnify and hold Seller harmless against any such third-party claim. Buyer warrants that it shall not take any action or permit or authorize any action that will render Seller liable for a violation of the U.S. Foreign Corrupt Practices Act and any applicable local law, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Seller in obtaining or retaining business. Seller strives to maintain the highest standards of business integrity. If Buyer has any cause for concern regarding any business practices these should be reported to Seller. Buyer acknowledges that the failure to comply with all such Applicable Laws and/or Seller's policies will be deemed a material breach of this Agreement, and shall entitle Seller to terminate this Agreement (in addition to any other remedies Seller may have at law or equity). Buyer agrees to indemnify, defend and hold Seller harmless from any breach of Buyer's

obligation under this section.

23 INDEMNIFICATION AND WAIVER OF SUBROGATION:

23.1 Subject to the terms and conditions of this Agreement, the Buyer shall indemnify, defend and hold harmless the Seller and its representatives/officers, directors, employees, agents, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by the Indemnified Party (collectively, "**Losses**"), relating to or resulting from any claim of a third party for:

(a): any fault or negligent act of the Buyer, its employees or persons for whom it is responsible in law (including any recklessness, intentional fault or willful misconduct) in connection with the performance of their obligations under this Agreement; or

(b): any bodily injury, death of any person or damage to real immovable, movable or tangible personal property caused by the fault, intentional fault, willful or negligent acts of the Buyer, or its employees or person for whom it is responsible in law.

23.2 The buyer waives any right of subrogation against the seller.

24 GOVERNING LAW:

The validity, performance, and all other matters relating to the interpretation and effect of the Agreement shall be governed by the laws of the state of North Carolina without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall only be in Raleigh, North Carolina and the parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Raleigh, North Carolina. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

25. GENERAL PROVISIONS:

The terms of this Agreement supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of the terms of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of the terms of this Agreement shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized

representative of Seller.

No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to the Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

No waiver by the Seller with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the Seller.

All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The rights, remedies and protections afforded to Seller under the Agreement, including but not limited to indemnification of Seller, limitation of remedy and liability and limited warranty shall extend to Seller and to its affiliates, subsidiaries or related companies performing or supplying work, services or products under the Agreement or any agreement into which it is incorporated by reference.

Seller does not agree to indemnify Buyer or name Buyer as an additional insured.

It is intended that the terms of this Agreement shall be reasonable as between the parties having regard to the nature of the Agreement, but if at any time any of the terms of this Agreement are either unenforceable or void at law or pursuant to any ruling of any governmental authority, court or tribunal, it shall not adversely affect or prejudice the remainder of them or the Agreement and it shall be deemed to be excluded from the terms of this Agreement and, where possible, be replaced by such other enforceable or valid term or condition as shall be as near as may be to the original in both form and effect.

26. LANGUAGE:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents and notices related thereto, be drawn up in the English language.

Firetrol

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