

BECKETT THERMAL SOLUTIONS
STANDARD TERMS AND CONDITIONS OF SALE

I. SCOPE.

1.1. Definitions. The following defined terms are used in these Standard Terms and Conditions of Sale (these "Terms"): (a) "*Agreement*" means the collective terms and conditions described in (a) and (b) of Section 1.2 of these Terms below; (b) "*Supplier*" means Beckett Thermal Solutions; (c) "*Customer*" means the purchaser of the products or services identified on the other side of this document / on a purchase order; and (d) "*Products*" means the products that are the subject of a sale from Supplier to Customer.

1.2. Terms and Conditions. The terms and conditions that apply to and govern the sale of Products and Services by Supplier to Customer and collectively form the final agreement between Customer and Supplier are limited exclusively to those contained in, or expressly incorporated by, (a) as applicable, Supplier's quotation, acknowledgement, invoice or separate written sales agreement signed by an authorized representative of Supplier, and (b) unless explicitly excluded in a written agreement signed by an authorized representative of Supplier, these Terms, whether or not they are specifically referenced in or incorporated by Supplier's quotation, acknowledgement, invoice or separate written and signed sales agreement. The terms and conditions of the quotation, acknowledgement, invoice or written and signed sales agreement shall be read, to the greatest extent possible, as being consistent with these Terms, but any irreconcilable conflict shall be resolved in favor of the quotation, acknowledgement, invoice or separate written and signed sales agreement.

1.3. Priority of Terms. The terms and conditions of the Agreement supersede, and Supplier objects to, terms and conditions that are in addition to or different from those that are a part of the Agreement, including, without limitation, terms and conditions appearing on or referenced in Customer's purchase order or other similar document, other than the specifics of the transaction (e.g., part number, quantity and delivery location) that coincide with Supplier's quotation, acknowledgement, invoice or separate written and signed sales agreement, Customer's standard terms and conditions of purchase, Customer's quality policy and other rules and policies, and Customer's web site or supplier e-commerce site, even though it may be necessary for Supplier to click an "accept," "agree," or similar button on an electronic site as a means of accessing information about current or prospective orders or programs of supply, and no additional or different terms and conditions shall be a part of the Agreement, unless expressly made so in a writing signed by an authorized representative of Supplier.

1.4. Proposed Change and Waiver. Proposed modifications or waivers of the terms of the Agreement shall not be binding on Supplier, unless clearly expressed in writing signed by an authorized representative of Supplier, shall be void, and shall not apply to the sale of the Products by Supplier. The preceding sentence excludes from the Agreement, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade. Supplier's failure to object to any modification or waiver shall not operate as a waiver of any of the terms of the Agreement.

1.5. Modification of Terms. Supplier may modify these Terms at any time and without prior written notice to Customer. Any revised Terms, however, will apply only to those purchase orders received by Supplier after the effective date of the revision.

2. ORDERS.

2.1. Credit Application; Tax Resale Certificate. Purchase orders are subject to credit approval by Supplier.¹ Supplier may, in its discretion, reject Customer's credit application and modify, suspend or withdraw the credit amount and terms, and suspend shipping of orders, at any time and without notice to Customer. Customer shall furnish to Supplier a Tax Resale Certificate.

2.2. Acceptance. All purchase orders and change orders are subject to Supplier's acceptance. Supplier may reject any purchase order and change order for any reason. Supplier will not be obligated to fulfill any request for Products or services that Customer is not also obligated to purchase. Customer shall be deemed to have accepted the Agreement by (a) assenting to the Agreement in writing, (b) placing an order for Products or Services, (c) accepting delivery or performance of all or any portion of the Products or Services, (d) paying for all or any portion of the Products[or Services], or (e) taking any other action evidencing Customer's acceptance of the benefits of the Agreement.

2.3. Minimum Purchase Quantities/Amounts. Orders for less than the minimum order quantity may be increased unilaterally by Supplier to minimum quantities, in Supplier's discretion, without further notification.

2.4. Order Cancellation. Customer purchase orders accepted by Supplier may not be canceled by Customer without Supplier's prior written approval and then only upon terms as shall be agreed in writing by Supplier. Supplier, in its discretion, may cancel any Customer purchase orders or change orders with notice to and without liability to Customer (except for refund of moneys already paid) if Customer's account is in arrears or manufacture or sale of the products is, or is likely to become, technically or economically impractical.

3. PRICES, TAXES AND ERROR.

3.1Quotations. Written price quotations automatically expire 30 days after the date of quotation, unless the quotation expressly provides otherwise, and are subject to termination by notice from Supplier within that period. Supplier shall have no liability for any oral quotation or under any oral agreement.

3.2Prices. Unless otherwise provided in a writing that is part of the Agreement, the price for Products shall be Supplier's price on the sales quote in effect on the shipment date² and are FOB Supplier's facility. Prices are subject to change at any time prior to Supplier's acceptance of a purchase order/based on Supplier's selling prices in effect on the date of shipment. [For blanket purchase orders, prices are subject to review and adjustment, including retroactive adjustment, by Supplier at any time prior to shipment. Prices are based on and assume Customer's compliance with all of the terms and conditions of the Agreement, including, if applicable, a promise by Customer to purchase a particular mix of Products or Services, a certain quantity of Products or Services, or a certain percentage of Customer's requirements for the Products[and Services]. Notwithstanding any other terms of the Agreement, Supplier may adjust prices if any of the forgoing assumptions proves incorrect. Supplier may pass through to Customer, and Customer shall accept, any price increase imposed by a supplier or sub-vendor that Customer requires Supplier to use. Except to the extent Customer and Supplier have otherwise explicitly agreed in a separate signed writing, Supplier may, [at any time/upon 30 days' written notice], adjust prices based on or apply a surcharge reflecting changes to energy costs, material costs, labor costs and exchange rates.

3.3Taxes. Prices do not include any taxes, fees, assessments or other charges imposed by any governmental authority on the manufacture, sale, purchase, transportation, export or import of the Products[or performance of services], all of which shall be the responsibility of and paid by Customer or, if required to be paid by Supplier, then reimbursed upon demand to Supplier by Customer. Taxes, fees, assessments and charges set forth in the preceding sentence will be added to Supplier's invoice and shall be paid by Customer, except as exempt by law and only if Supplier received a valid Tax Resale Certificate.

3.4Packaging. Prices are based on Supplier's standard packaging for domestic U.S. shipments. Additional charges shall apply for packaging for export shipments and other special shipping or packaging requirements requested by Customer.

3.5Errors. Supplier may correct errors in specifications or prices due to typographical, clerical or engineering errors or because of incomplete or inaccurate information from Customer.

4. SHIPMENT AND DELIVERY.

4.1Dates. Notwithstanding any dates of delivery or shipment set forth in any communication or documentation, delivery and shipment dates provided by Supplier are estimates only and Supplier shall not be liable for failure to deliver on such dates.

4.2 Shipping. Freight terms for deliveries within the United States are FOB Supplier's facility and outside the United States are Ex Works (EXW) Supplier's facility (Incoterms 2020), unless otherwise agreed in writing by Supplier in advance of shipment date. Risk of Loss to the Products shipped by Supplier will transfer upon shipment. Title to the Products shall transfer upon Supplier's receipt of payment in full. Unless otherwise agreed to in a writing, Supplier may select the shipping method and carrier. Supplier may, in its discretion, and without liability or penalty, make deliveries in installments, and each installment shall constitute a separate sale, in which case Supplier's payment terms shall apply to each installment separately. Delay in delivery of one installment shall not entitle Customer to cancel other installments.

4.3 Product Quantities. Supplier shall be allowed a plus or minus ten percent (+/- 10%) leeway on the quantities called for by Customer's purchase order and Customer shall accept such quantities as fulfillment of Supplier's delivery obligation.

4.4 Suspension of Delivery. Customer may postpone or delay deliveries only upon Customer's written request received by Supplier at least 7 days prior to the originally scheduled shipping date and Customer's payment in full of the price of the products on or before that date. In no event may Customer postpone or delay delivery for more than 5 days without the express written agreement of Supplier.

4.5 Loss. Supplier shall not be liable for, and Customer shall not assert against Supplier or deduct from amounts owing to Supplier, claims for delay, breakage, loss or damage occurring after Supplier has satisfied its delivery obligations. Customer shall instead make all claims for any such loss or damage directly to the transportation carrier or insurer, as appropriate.

4.6 Acceptance. Customer shall not be entitled to reject or refuse to accept the Products unless they do not conform to the limited warranty set forth in Section 9.1 below. Customer shall, within 4 days after receipt of Products, inspect the Products and notify Supplier in writing of any nonconformity, failing which Customer shall be deemed to have accepted the Products and waived any nonconformity that was or could have been identified from such an inspection.

5. PAYMENT.

5.1 Payment Terms. Payment terms are net 30 days after the invoice date unless otherwise agreed to in writing.

5.2 Late Payment. Any payments not made when due shall be subject to a late charge at the rate of 1 ½% per month (18% per annum), or the highest amount allowed by law, whichever is higher.

5.3 Reasonable Assurances. Supplier, in its sole discretion, may modify payment terms at any time without prior notice to Customer, and may, in its sole discretion, withhold manufacturing or shipment, require payment guarantees, security, payment in advance or require another form of satisfactory security. Supplier may recover shipped Products from the carrier pending such assurances.

5.4 Security Interest. Supplier shall retain a security interest in products sold to Customer until final payment is received.

5.5 Collection Costs. Customer is responsible to Supplier for all reasonable attorneys' fees, court costs, and collection fees should Customer default on or delay any payments

6. RETURNS. No Product may be returned without the prior written authorization of Supplier and Supplier's issuance of a return material authorization ("RMA"). Made-to-order or custom Products are not eligible for return. Return freight to Supplier shall be paid by Supplier. Products must meet the eligibility requirements to be returned and Customer must follow all return instructions which may be obtained by contacting Supplier. Customer Products must be returned to Supplier's facility within 14 days after Supplier's issuance of a RMA.

7. SPARE OR REPLACEMENT PARTS. Supplier shall have no duty to stock or provide spare or replacement parts or products.

8. LIMITED WARRANTY.

9.1 Limited Warranty. Supplier warrants that, on the date of shipment, its standard Products (a) will be free of defects in material and workmanship under normal and proper use and (b) will conform to the specifications identified on the print or acknowledgment or set forth explicitly in another document that is part of the Agreement. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF, AND SUPPLIER DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF DESIGN, PERFORMANCE OR PRODUCTS LIFE, WARRANTIES OF COMPLIANCE WITH CUSTOMER'S QUALITY MANUALS, QUALITY POLICIES, INSPECTION PROTOCOLS AND OTHER POLICIES AND REQUIREMENTS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.2 Warranty Period. The warranty period shall be (a) 30 days after Customer's receipt of the applicable Product for a Product nonconformity to the limited warranty that is ascertainable upon inspection, or (b)] 60 days after the date of shipment for Product nonconformities to the limited warranty that are hidden.

9.3 Inapplicability of Limited Warranty. The limited warranty shall be void upon any action inconsistent with the normal and proper use and handling of the Products, including, without limitation, improper handling, improper transportation, Improper storage, improper adjustment, improper modification or alteration, unauthorized repair (including any adjustment, modification, alteration, addition, or repair made by anyone other than Supplier), misuse, use of the Products in other than their normal and customary manner, accident, abuse, negligence (other than Supplier's), improper installation, improper handling, improper maintenance, improper application, operation at extreme conditions, improper selection, or any other cause not the direct fault of Supplier. Further, the limited warranty shall be void if due to normal wear and tear, fire or water.

9.4 Limited Warranty Void. To the extent that Customer or its agents supplied to Supplier specifications, information, representation of operating conditions or other data in the selection or design of Products, and in the event that actual operating conditions or other conditions differ from those represented by Customer or its agents, the limited warranty and other terms in the Agreement which are affected by such conditions or representations shall be null and void. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR DETERMINING THAT THE PRODUCTS PURCHASED ARE SUITABLE FOR CUSTOMER'S INTENDED APPLICATION AND USE. PRODUCTS MANUFACTURED TO CUSTOMER'S DESIGNS, SPECIFICATIONS OR OTHER PARTICULAR REQUIREMENTS OR INSTRUCTIONS OF CUSTOMER ARE NOT WARRANTED TO PERFORM IN

ACCORDANCE WITH SUCH DESIGNS, SPECIFICATIONS, REQUIREMENTS OR INSTRUCTIONS AND THE WARRANTY PERIOD FOR SUCH PRODUCTS SHALL BE 30 DAYS AFTER THE DATE OF SHIPMENT.

9. EXCLUSIVE REMEDY; LIMITATION OF LIABILITY.

10.1 Exclusive Remedy. If Supplier determines that the Product(s) do not conform to the limited warranty set forth in Section 9.1 above and that it is responsible for such nonconformity, Customer's sole and exclusive remedy, at Supplier's option, will be repair or replacement of such nonconforming Product(s).

10.2 Warranty Claims. To be entitled to the exclusive remedy, Customer shall (a) submit a written warranty claim to Supplier during the warranty period set forth in Section 9.2 above, (b) obtain Supplier's written approval to return the claimed defective Products and a RMA from Supplier, [and] (c) return to Supplier's facility [100%] of the Products claimed to be defective within 2 weeks after Supplier issues a RMA with transportation charges prepaid[, and (d) provide reasonable evidence in support of the warranty claim, including, if requested by Supplier, engineering documentation, test results, evaluations and investigations performed by Customer or Customer's customer]. Warranty Claims not made in accordance with the terms of the Agreement during the warranty period set forth in Section 9.2 above shall be barred.

10.3 Third Party Products. Warranty on Products, parts, components and/or software sold, but not manufactured by Supplier, shall be expressly limited to the warranty terms of the manufacturer of such products, components, parts and software.

10.4 Limitation of Liability. The remedy in Section 10.1 above is Customer's sole and exclusive remedy for any breach of the limited warranty set forth in Section 9.1 above and for any other claim relating to the Products, regardless of the basis of Customer's claim, whether in contract, tort, negligence, strict liability or otherwise, by any defect in the Products, or otherwise. Without limiting the generality of the previous sentence, whether or not due to Supplier's negligence, defect in the Products or otherwise, and whether or not the basis is product warranty, delayed or incomplete delivery, negligence or other cause, to the maximum extent not prohibited by applicable law, Supplier shall not be liable for: (a) cost of removing and reinstalling Products; (b) [claims of Customer's customers or other third parties for damages or penalties, whether or not Customer is legally obligated to pay them; (c)] any consequential, incidental, special, indirect or punitive damages; and [(d)] loss of profit or revenue, loss of anticipated savings, loss of use, loss of production, loss of goodwill, loss of contracts, increase in operating costs, line shut-down, cost of capital, or cost of substitute product and facilities. Supplier's maximum liability for all claims and losses arising from and relating to the Products it manufactures shall be the price paid by Customer and received by Supplier for the individual Product giving rise to the claim or loss. In no event shall Supplier's liability to Customer for products, parts, components, materials or software sold to Customer under the Agreement, but not manufactured by Supplier, exceed the net amount recovered by Supplier from the third-party Supplier or manufacturer for any such products, parts, components, materials or software giving rise to the liability, and no credits or payments shall be made to Customer until such amounts are actually recovered by Supplier. The disclaimers and exclusions set forth in Sections 9 and 10 shall apply even if the

exclusive remedy described in Section 10.1 fails its essential purpose. THESE LIMITATIONS SHALL APPLY EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF THE LOSS OR DAMAGES, AND REGARDLESS OF WHETHER A CLAIM FOR RECOVERY IS BASED ON BREACH OF WARRANTY OR CONTRACT, RECALL, INTELLECTUAL PROPERTY INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

11. LOCATION OF MANUFACTURE. Unless otherwise agreed by an authorized representative of Supplier in writing, Supplier may manufacture the Products at any of its facilities.

12. TOOLING.

12.1 Ownership. Customer shall be considered the owner of all tooling, dies and similar items (a) that Customer owns and places in Supplier's possession for the purpose of manufacturing Products, or (b) that Customer pays for as separate items if Customer and Supplier specifically agree in writing that such tooling, dies or similar items will be owned by Customer ("Customer Tooling"). Customer shall be responsible for paying for necessary replacements of and repairs to the Customer Tooling.

12.2 Customer Property. Supplier assumes no obligation or liability with respect to the Customer Tooling or any other property of Customer to which Supplier is not taking title ("Customer Property") other than to exercise reasonable care. Supplier is not obligated to segregate, label, protect, insure or take any other specific action with respect to managing and safeguarding Customer Tooling or Customer Property. Customer accepts all risk of loss and damage to Customer Tooling and Customer Property, except for loss or damage to the extent caused exclusively by Supplier's gross negligence, and Customer waives all rights of subrogation for itself and its insurers with respect to any such loss and damage. Customer hereby grants to Supplier a security interest in the Customer Tooling and Customer Property to secure all amounts owed by Customer to Supplier. Customer consents to Supplier filing any documentation, including UCC financing statements, useful to perfecting the security interest.

12.3 Supplier Property. Supplier shall be considered the owner of all tooling, dies and similar items used by Supplier in connection with the Products other than the Customer Tooling ("Supplier Tooling"). Customer acquires no interest in the Supplier Tooling, notwithstanding any charges, amortizations or other costs included in the pricing or otherwise paid by Customer in relation to the Supplier Tooling. Supplier may use the Supplier Tooling without restriction in any of its business operations. Supplier may retain the Supplier Tooling at the conclusion of the commercial relationship between Supplier and Customer with respect to the affected Products.

13. CONFIDENTIALITY. Price schedules, quotes, discounts, rebates or other price related information are considered Supplier's Confidential Information and Customer shall not disclose or disseminate, and shall prohibit the disclosure or dissemination of, such confidential information to any third party without the prior written consent of Supplier, except that Customer may disclose such confidential information with its employees who have a need to know such information. Customer's employees' disclosure or dissemination of confidential information shall be a breach of this Section 13, and Customer shall be liable for any disclosure or dissemination of the confidential information by its employees or third parties who receive confidential information from Customer or its employees. If Customer and Supplier executed a

nondisclosure agreement, the terms and conditions of the executed agreement are incorporated into these Terms as if written in full herein.

14. INDEMNIFICATION. Customer shall indemnify and defend Supplier, its officers, directors, owners, attorneys, auditors, employees, agents and representatives against any [third party] actions, claims, demands, judgments, penalties, liabilities, damages, losses, costs and expenses (including, but not limited to, [reasonable] attorneys and [witness] fees and court costs) relating to, connected with and/or arising from Customer's or its representatives' (a) negligence, fraud, or willful misconduct, (b) breach of these Terms.

15. FORCE MAJEURE. Supplier shall not be liable for any delay or failure to perform, or for any damages suffered by Customer by reason of any delay or failure to perform, if directly or indirectly arising from, related to, or connected with, any act beyond Supplier's reasonable control, whether foreseen or unforeseen, including, but not limited to, acts of God, vandalism, sabotage, accidents, fires, floods, pandemic, strikes or other labor disputes, mechanical breakdown, shortages or delays in obtaining suitable parts, equipment, materials, labor, power or transportation, acts of suppliers, interruption of utility services, acts of terrorism, or acts of any unit or agency of government. If Supplier is prevented from performing its obligations by force majeure, Supplier may, at its option, suspend its performance under the Agreement or terminate the Agreement, in whole or in part, without judicial intervention and without Supplier being liable to Customer for any damage or loss.

16. COMPLIANCE WITH LAWS. Customer shall fully comply with all applicable laws, decrees, rules, and regulations now or hereafter in effect in the United States and any other applicable jurisdiction, including, without limitation, anti-corruption and other laws, customs, UN Conventions, and import and export control laws and regulations of the United States and other countries (collectively, "Laws"). [[Without limiting the generality of the foregoing, Customer shall comply with Attachment 1 set forth below] or [Further, Customer shall not undertake or cause to be undertaken any activity that would cause Supplier to be in violation of any Laws]. Consistent with the foregoing, Customer shall not (a) make any payment of or transfer directly or indirectly anything of value to any governments, government officials, political parties, political party officials, or to relatives or associates of such officials, in connection with obtaining or maintaining business in violation of any Laws, including, but not limited to, the US Foreign Corrupt Practices Act and International Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or (b) offer, promise, give, authorize, pay, demand, seek, request, induce or accept, directly or indirectly, any gift or payment, loans, goods, valuables, consideration, other benefit in kind or "anything of value" (whether such value is assessable or not) in order to obtain any improper advantage, or to retain or obtain business, or which would or could otherwise be construed as an illegal or corrupt practice in violation of any Laws. Customer shall fully indemnify Supplier against any and all claims, losses or damages arising from or related to any violation or claim of violation covered by this Section 16.

17. GOVERNING LAW AND VENUE. The Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio, regardless of the laws that might otherwise govern under applicable Ohio principles of conflicts of law. The 1980 United Nations Convention

for the International Sale of Goods shall not apply. Venue for any dispute arising from or related to the Agreement or Products purchased from Supplier shall be exclusively in the federal or state courts of the State of Ohio. [No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.]

18. SURVIVAL. Sections 5 (Payment Terms), 13 (Confidentiality), 14 (Indemnification), 10 (Limitation of Liability), 1 (Compliance with Laws) and 17 (Governing Law and Venue) shall survive and continue after any expiration or any termination of the Agreement, and bind Customer and Supplier and their legal representatives, successors, heirs and assigns.

19. NO LICENSE. [Except as expressly provided herein,] [T][t]e Agreement does not grant or convey either directly, by implication or otherwise, any right or license to any invention, patent, copyright or other intellectual property of either party to the other party.

20. WAIVER. The failure of Supplier to enforce any provision of the Agreement shall not be construed to constitute a waiver of such provision or of Supplier's subsequent right to enforce each and every provision herein.

21. TERMINATION. Supplier shall have the right, without prejudice to any other remedy it may have at law or in equity, to immediately cancel all Customer purchase orders and change orders and to stop all shipments to Customer, including stoppage in transit, in the event Customer fails to render payment on any invoice in accordance with the terms of the Agreement, Customer's account is in arrears, or Customer becomes insolvent, enters into bankruptcy or is placed in receivership. Any such termination shall not relieve Customer of any of its obligations existing at the time of termination, including, but not limited to, the obligation of Customer to pay for all Products received from Supplier.

22. ASSIGNMENT. Supplier may assign, delegate or subcontract any purchase order or change order, in whole or in part, without the prior consent of Customer.

23. SEVERABILITY. If the Agreement is or becomes invalid or non-binding, Supplier and Customer shall remain bound to the remaining portions of the Agreement. The invalid or non-binding part shall be replaced by provision(s) that are valid and binding and give effect to the contents and purpose of these Terms to the greatest extent possible.

24. INDEPENDENT CONTRACTORS. Each party is an independent contractor and neither has nor shall have any power, right or authorization to bind the other or to assume or create any obligations or responsibilities, express or implied, on behalf of the other or in the other's name.

25. ENTIRE AGREEMENT. The Agreement and any nondisclosure agreement executed by the parties, if any, set forth the entire understanding and agreement between Customer and Supplier, and supersede all previous and contemporaneous agreements, whether verbal or written, express or implied, relating to the subject matter of the Agreement and the Products. These Terms and the Agreement may not be altered, amended or modified except by written instrument executed by the authorized representatives of Customer and Supplier.

ATTACHMENT 1:

In addition to the foregoing terms, Customer shall comply with the following provisions. The following terms are not a full list of applicable to which Customer shall comply.

Anti-Corruption

- (a) Customer and any third parties engaged by Customer shall not unlawfully offer, promise or provide any payments (or otherwise transfer anything of value) to any Government Official or private party for the purposes of obtaining an improper business advantage, or otherwise engage in activities which may constitute commercial or public bribery, corruption, or kickbacks under the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, the OECD Anti-Bribery Convention, or any other law of similar effect in the jurisdictions where Supplier and Customer conduct business (“Anti-Corruption Laws”) in connection with any of the activities contemplated under these Terms. To this end, Customer and any third parties engaged by Customer will not directly or indirectly pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of third parties’ or Supplier’s customers, or any Government Official (including any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party or any candidate for political office) for the purpose of influencing their acts or decisions.
- (b) Customer and its representatives shall maintain complete and accurate books and records in accordance with generally accepted accounting principles in Customer’s and its representative’s jurisdiction, consistently applied, properly and accurately recording any commission, compensation, reimbursement or other payment (“Payments”) made by Customer and its representatives in performance of, on behalf of, or related to work, if any, for Supplier. Customer and its representatives will maintain a system of internal accounting controls reasonably designed to ensure that its assets are used only in accordance with its management directives and that it maintains no off-the-book accounts.

Export Compliance

- (a) Customer understands and agrees that any products or services sold or otherwise provided under these Terms (regardless of quantity or value) may be subject to economic sanctions, export controls and other restrictive trade measures with certain countries or parties, and may be subject to various licensing requirements under applicable laws and regulations of the United States and other jurisdictions. Customer shall determine whether such licenses are required before shipping products to restricted countries, parties, or territories, and shall obtain any necessary licenses whenever such requirements apply to any product, any customer, or Customer’s business with Supplier. Additionally, Supplier will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any products or services supplied under these Terms for use in nuclear related activities or facilities, chemical/biological weapons, missile or rocket systems, or unmanned air vehicles.

- (b) Supplier is committed as a matter of Supplier's Policy to strict compliance with any applicable economic sanctions, export control laws, and restrictive trade measures regulations of the countries in which Supplier conducts business, including, but not limited to, U.S. economic sanctions, export control, and anti-boycott regulations. Customer shall strictly comply with any applicable economic sanctions, export control laws, and restrictive trade measures or regulations of any country, including, but not limited to, U.S. economic sanctions, export control, and anti-boycott regulations, whenever they apply to Customer's business with Supplier, the sale, shipment, or provision of Supplier's products, and any other activities that may arise under the commercial relationship contemplated under these Terms.
- (c) Notwithstanding any other provision of these Terms to the contrary, Customer agrees that it will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any products or services supplied under these Terms to Iran, North Korea, Syria, Cuba and the disputed Crimea Region, to any entities or persons located in those countries or territories, or to any entities or persons from these countries or territories located that are located elsewhere. Customer agrees that it will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any products or services supplied under these Terms to any other countries or parties except in full compliance with all applicable governmental requirements, including, but not limited to: (i) the economic sanctions administered by the U.S. Treasury Department and U.S. State Department; (ii) the International Traffic in Arms Regulations administered by the U.S. State Department and the Export Administration Regulations administered by the U.S. Commerce Department; or (iii) any other applicable laws of similar effect administered by the European Union, United Kingdom, United Nations, or any other jurisdictions where the Supplier and Customer conduct business (hereinafter "Trade Compliance Laws").
- (d) Notwithstanding any other provision of these Terms to the contrary, and consistent with the requirement imposed under applicable Trade Compliance Laws, Supplier will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any Products or services supplied under these Terms to person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the Department of State's Debarred Parties List, the various economic sanctions lists administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or the U.S. State Department, or any other applicable government-issued restricted party list, as maybe published and revised from time to time.
- (e) Customer shall not take any action or make any requests that cause Customer or Supplier to violate any applicable provisions of U.S. anti-boycott laws, including the various regulations enforced by the U.S. Commerce Department and U.S. Treasury Department. To that end, Customer will not request any information necessary to comply with the Arab League Boycott of Israel, take and action to comply with said boycott, or otherwise offer or promise to comply with said boycott. Customer will also not request any information from Supplier or any Third Party related to the race, religion, nationality, or sex of any individual when such

requests are related to compliance with the Arab League Boycott of Israel or any other boycott that is not sanctioned under the laws of the United States.

- (f) The obligation of Supplier to furnish products or technical information or services under these Terms is subject to the ability of Supplier to supply such items consistent with all Trade Compliance Laws, U.S. anti-boycott laws, and other applicable laws and regulations of the U.S. Government and other governments. Supplier may refuse to enter into or perform any order, and to cancel any order, placed under these Terms if Supplier in its sole discretion determines that the entry into such order or the performance of the transaction to which such order relates could violate any Trade Compliance Laws, U.S. Anti-boycott laws, or other applicable law or regulation of the U.S. Government or other governments.
- (g) Customer agrees that any such refusal or cancellation of any order, or termination of the agreement formed under these Terms, will not constitute a breach of any of the Supplier obligations under these Terms, and Customer hereby waives any and all claims against Supplier for any loss, cost or expense, including, but not limited to, any loss of profit, loss of business, loss of or damage to goodwill and similar losses, loss of anticipated savings, or increased costs or for any indirect, special or consequential losses, or pure economic loss, costs, damages, charges or expenses howsoever arising, that Customer may incur by virtue of such refusal or cancellation of any order or termination of these Terms.

Anti-Human Trafficking. Customer, its subsidiaries and affiliates shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force in local, national, and international law. Customer shall not engage in any activity, practice or conduct that would constitute an offence under U.S. or U.K. anti-human trafficking laws. Neither the Customer nor any of its officers, employees, agents or other persons associated with it has been convicted of any offence involving slavery and human trafficking; and has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

Import Compliance. Unless otherwise agreed in writing, Supplier shall not be obligated to provide Customer with any documentation to substantiate that any of the products sold to Customer under these Terms qualify for any preferential duty treatment.

Notification. Customer shall notify Supplier promptly if (a) Customer or any of representatives have reason to believe that a breach of this Attachment has occurred or is likely to occur; or (b) if any conflicts of interest arise after the signing of these Terms, including potential conflicts of interest regarding its relationship with Supplier, including family members who could benefit from the commercial relationship between Customer and Supplier; or (c) if Customer or any of its Representatives or their family members become a government official or political party candidate in a position to influence Customer's commercial relationship with Supplier. Customer shall send all such notices to Wayne Walker at wayne.walker@beckettthermal.com.

Audit Rights. If, at any time, Supplier believes in good faith that Customer has breached the warranties, representations or agreements in this Attachment, Supplier has the right to select

an independent third party to conduct an audit at Supplier's expense, to verify Customer's adherence to the terms in this Attachment. Customer shall fully cooperate in such audit. If the auditor finds Customer in breach, Customer shall reimburse Supplier for the cost of the audit and cure any breach immediately at its sole cost.

[Compliance with Laws. Customer shall comply with any applicable local or national Trade Compliance Laws, U.S. Anti-boycott Laws, Anti-Corruption Laws, or other applicable regulations of the U.S. Government or any other government, notwithstanding whether or not this is contrary to any aforementioned applicable laws or regulations. Compliance with all applicable legal requirements is a prerequisite for Customer to perform its obligations under these Terms, and if the Customer fails to comply with such legal requirements, it is incapable of meeting its obligations under these Terms.

Breach and Termination. Any breach of the warranties, representations or agreements in this Attachment will constitute a material breach of these Terms and be grounds for immediate termination for cause of these Terms and/or any purchase order, and Supplier may withhold any payments or shipments until such time that Supplier has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Customer shall indemnify Supplier against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from Customer's breach of the representations, warranties and agreements contained in this Attachment Supplier may refuse to enter into or perform any purchase order, and to cancel any purchase order, if Supplier in its sole discretion determines that such order could violate any applicable law or regulation of the United States, or any other governments. Supplier and Customer agree that any such refusal or cancellation of any purchase order, or termination of these Terms by Supplier, as described above, will not constitute a breach of any of Supplier's obligations under these Terms, and Customer hereby waives any and all claims against Supplier for any loss, cost or expense related thereto.