

NVENT – GERMANY

STANDARD TERMS AND CONDITIONS OF SALE

1. AGREEMENT. These terms govern the sale of Seller's products and services by nVent ("Seller") to the buyer ("Buyer"). Acknowledgement issued by Seller, Seller's quotation, price quote, these terms and any applicable addenda collectively form the parties' final agreement ("Agreement") in accordance with the listing order set forth hereinabove. Seller's quotation, offer or acceptance is conditioned on Buyer's acceptance of these terms. Any additional or conflicting terms in Buyer's request for quotation, specifications, purchase order or any other written or oral communication are not binding on Seller unless separately signed by Seller. Seller's failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in the Agreement. No modification to these terms shall be binding upon Seller unless specifically set forth in a writing signed by Seller. Trade custom, trade usage and past performance are superseded by these terms and shall not be used to interpret these terms. Seller reserves the right to correct errors in specifications or prices due to typographical, clerical or engineering errors or because of incomplete or inaccurate information from Buyer.

2. QUOTATIONS. Unless otherwise specified in the quotation, written quotations by Seller automatically expire thirty (30) days from the date of quotation and are subject to termination by notice from Seller within that period. Seller shall have no liability with respect to any oral quotation or under any oral agreement unless such quotation or agreement is confirmed in writing by Seller within 10 days thereafter.

3. PRICES.

3.1 Unless otherwise indicated on the front of the order acknowledgement, all prices are quoted FCA Seller's manufacturing facility/distribution centers (INCOTERMS 2020), exclusive of packaging.

3.2 Unless otherwise specified, the prices do not include any insurance, transportation, shipping, taxes or duties relating to the goods and/or services provided, all of which shall be Buyer's responsibility.

3.3 Buyer shall pay those sales or other taxes, however designated or levied (including any value added or similar tax), on the sale or use of goods and/or services other than taxes based upon Seller's capital or net income. When Seller is required

by law or regulation to collect such taxes, Seller will add such taxes to the sales price of the goods or services, which will be invoiced to, and paid by, Buyer.

3.4 Prices may be subject to minimum purchase requirements which is specified by Supplier in quotations.:

3.5 The Buyer agrees that, in particular in the event of (but not limited to) a change in market circumstances that are decisive for the price calculation, including an increase in product manufacturing costs, namely due to rising raw material prices, rising personnel costs or other price-increasing cost increases, the Seller may adjust the purchase price at its reasonable discretion. The effective date of price adjustment shall be indicated in Seller's prior notice to Buyer, but the prices are subject to change by Seller not less than ten (10) days prior notice to Buyer. Buyer's sole right upon receipt of such notice shall be to cancel the undelivered portion of any order affected by the change in price by giving written notice to Seller within sixty (60) days after the date of Seller's notice. If Buyer fails to give timely notice to Seller of such cancellation, all orders shall remain in full force and effect and the price shall be that set forth in Seller's notice.

4. PAYMENT TERMS.

4.1 Unless otherwise specified, payment of invoices shall be made net within thirty (30) days from date of invoice.

4.2 Complaints regarding Seller's invoices must be submitted to Seller within eight (8) days of the invoice date, in default of which the invoice will be deemed to be correct and complete and any claim against Seller in this matter will be rejected.

4.3 If part shipments are possible because the parties agreed on them or because Buyer can reasonably be expected to accept them Seller may make out a separate invoice for every part shipment which shall be paid pursuant to the aforementioned terms and conditions.

4.4 In the event credit has not been established, Seller reserves the right to require payment, or the issuance of an irrevocable letter of credit satisfactory to Seller and at Buyer's cost, in advance of shipment.

4.5 The Buyer shall be in default upon expiry of the above said payment term. During the period of default, any amounts not paid when due shall bear interest at the applicable statutory default interest rate, without limiting Seller's right to suspend the performance of its activities until all pending payments have been made, as well as all the collection cost and expenses that Seller incurs to satisfy its

rights. Seller further reserves the right to assert further claims for damages caused by default. The right to commercial interest (§ 353 HGB) remains unaffected..

4.6 Seller reserves the right to repossess all the goods sold if the full payment of the amounts owed is not made, and can also take all the measures necessary, at its cost, to perfect this right.

4.7 Should Buyer default in payment, Seller shall be entitled to immediately declare due and payable all outstanding accounts arising from any previous business with Buyer. In such case discount agreements, quantity discounts, rebates etc. shall be deemed forfeited.

4.8 Should there be any dispute as to whether the products conform to contract or whether any obligation has been properly performed by Seller, Buyer undertakes that, notwithstanding such dispute, it shall not withhold any payment due, but shall pay any such amount to Seller on the due date therefore.

5. SPECIFIC PRODUCTS. Products not catalogued or products catalogued but requiring deviation from standard are subject to applicable pattern, tooling and test charges.

6. TITLE AND RISK. Title shall pass upon payment of the goods. The liability for loss or damage to any goods provided shall pass to Buyer upon delivery FCA Seller's manufacturing facility/distribution centers (INCOTERMS 2020), notwithstanding any "ship to" address provided by Buyer.

7. SHIPPING.

7.1 Shipping dates are estimates only and are not guaranteed. Seller will use every effort to make shipments as scheduled and may make partial shipments. In case deliveries are made in installments, Seller's payment conditions apply to each part delivered separately. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

7.2 If an order contains a liquidated damages clause and if the Seller is responsible for the delay and the Buyer has demonstrably suffered a loss therefrom, the Buyer may claim a compensation as liquidated damages for delays in delivery or completion of work of max. 0.5% of the agreed purchase price for that part of delivery or work which has been delayed for each complete week of delay, but in no case more than a total of 5% of the agreed purchase price for that part of delivery or work which has been delayed.

7.3 Except for termination, liquidated damages shall be Buyer's only remedy in case of delay. Buyer may only terminate a purchase order in case of major delays and provided

that (i) prior notification is sent to Seller requesting Seller to remedy the delay within a reasonable time period; and (ii) Seller is responsible for the delay in delivery.

8. ACCEPTANCE AND STORAGE.

8.1 If the Buyer fails to accept delivery of the goods within three (3) business days of Seller notifying the Buyer that the goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Seller's failure to comply with its obligations under the contract:

- delivery of the goods shall be deemed to have been completed at 9.00 am on the third business day after the day on which Seller notified the Buyer that the goods were ready; and
- Seller shall store the goods until delivery takes place and charge the Buyer for all related costs and expenses (including insurance).

8.2 If ten (10) business days after the day on which Seller notified the Buyer that the goods were ready for delivery the Buyer has not accepted delivery of them, Seller may terminate the order and resell or otherwise dispose of part or all of the goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the goods or charge the Buyer for any shortfall below the price of the goods.

9. INSPECTION AND TESTING. Notwithstanding the obligation under Section 10.2, and unless otherwise stated in Seller's quotation or in the Agreement, the tests and inspections will be performed at Seller's factory, with the Buyer being responsible for the respective costs.

10. WARRANTY.

Seller accepts liability for defects in quality (including wrong and short delivery as well as improper assembly/installation or inadequate instructions) as follows:

10.1 The basis of the Seller's liability for defects shall be, above all, the agreement reached on the quality and on the presumed use of the goods (including accessories and instructions). The product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by the Seller at the time of the conclusion of the contract shall be deemed to be the quality agreement in this sense.

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10.2 The Seller shall not be liable for defects of which the Buyer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the Buyer's claims for defects require that he has complied with his statutory duties of inspection and notification (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent upon delivery, inspection or at any later time, the Seller shall be notified thereof in writing without undue delay. In any case, obvious defects shall be notified in writing within ten (10) working days from delivery and defects not apparent upon inspection within the same period from discovery. If the Buyer fails to duly inspect and/or notify the defect, the Seller's liability for the defect not notified or not notified in time or not notified properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for installation or attachment, this also applies if the defect as a result of a breach of one of these obligations became apparent after the corresponding processing; In this case, the Buyer has no claims to reimbursement of corresponding costs ("dismantling and installation costs").

10.3 In the case of justified complaints Seller will at his discretion remedy the defect or deliver a replacement. The Seller's right to refuse supplementary performance under the legal requirements remains unaffected.

10.4 Subsequent performance does not include the dismantling, removal or uninstallation of the defective goods nor the installation, attachment or installation of a defect-free goods if the Seller was not obliged to provide these services; The Buyer's claims for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.

10.5 The Seller will bear or reimburse the expenses necessary for the purpose of verification and supplementary performance, in particular transport, travel, labor and material costs as well as any dismantling and installation costs in accordance with the statutory regulations and these Standard Terms and Conditions for Sale if there is actually a defect. Otherwise, the Seller can demand reimbursement from the Buyer for the costs arising from the unjustified request to rectify the defect if the Buyer knew or was negligently unaware that there was no defect.

10.6 Should after expiry of a reasonable period of time the Seller fail to remedy the defect or to deliver a replacement, Buyer shall have the right to cancel the agreement, or to demand an abatement of the purchase price. Buyer may not cancel the Agreement in the case of an insignificant defect.

10.7 Claims of the Buyer for damages in accordance with Clause 11 shall also apply in the case of defects and shall otherwise be excluded.

10.8 Claims for defect remedy or replacement are subject to a statute of limitations of one (1) year from the statutory commencement of the limitation period; the same shall apply mutatis mutandis in the case of rescission and reduction. This shall not apply: (i) where longer periods are prescribed by law according to § 438 (1) No.2 BGB (buildings and things used for a building) and § 634a (1) No.2 BGB (defects of a building); (ii) in the case of intent; (iii) in the case of fraudulent concealment of the defect; or (iv) in the event of non-compliance with a guarantee in the sense of Section 10.10. Claims for the reimbursement of expenses on the part of the Buyer in accordance with § 445a BGB (entrepreneur's right of recourse) shall likewise be subject to a statute of limitations of one (1) year from the statutory commencement of the limitation period, provided the last contract in the supply chain is not a sale of consumer goods.

10.9 Warranty claims will not be considered for defects occurring after transfer of risk due to unsuitable or improper use, wrong assembly or start-up by Buyer or third parties, invalid mode of operation, normal wear and tear, improper maintenance, unsuitable equipment, defective construction work, unsuitable sub-grade or due to special external factors which are not provided for in the agreement or non-reproducible software errors. If Buyer or third parties rectify defects with improper remedies, Seller shall not be liable for the resulting consequences. The same shall apply for any changes to the delivery item without Seller's prior consent.

10.10 Seller guarantees the quality or durability of goods only as expressly guaranteed in Seller's order confirmation or advertisements.

11. LIMITATION OF LIABILITY.

11.1 Unless otherwise provided in these Standard Terms and Conditions for Sale including the following provisions, the Seller shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

11.2 The Seller shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of willful intent and gross negligence.

11.3 In the event of simple negligence, the Seller shall be liable, subject to statutory limitations of liability (e.g. diligence in own affairs; insignificant breach of duty) only:

a) for damages arising from death, physical injury, or any health impairments,

b) for any damages due to breach of a material contractual obligation (obligation, the fulfillment of which enables duly execution of the contract and on the compliance with which the contractual partner regularly relies and may rely); in this case however, the liability shall not exceed the foreseeable damage that may typically arise hereunder.

11.4 The limitations of liability resulting from Section 11.3 shall also apply to third parties as well as in case of breaches of duty by persons (also in their favor) whose fault the Seller is responsible for according to statutory provisions. The limitations of liability resulting from Section 11.3 do not apply (i) in the event of Seller having fraudulently concealed defects, or assumed guarantee responsibilities for the quality of goods and (ii) to Buyer's claims to reimbursement of wasted expenditure in lieu of indemnity, and liability pursuant to the Product Liability Act (Produkthaftungsgesetz).

11.5 Due to a breach of duty that does not consist of a defect, the Buyer may only withdraw from or terminate the contract if the Seller is responsible for the breach of duty. A free right of termination of the Buyer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

11.6 Seller's products are used for a broad range of applications. If Buyer intends to use Seller's products in such a way or for such a purpose that is not expressly specified in Seller's product documentation or for which Seller has set forth a separate, written release, Buyer shall verify the product's suitability for the intended purpose with its own tests. Seller accepts no liability in this respect.

12. INSURANCE. The amounts of any insurance taken out by Seller for the purposes of the quotation or Agreement will only be paid: (i) under the terms of such insurance; (ii) if Seller has acted with negligence in the performance of its obligations to the Buyer or third parties; and (iii) if Seller's acts, under item (ii), have generated a loss subject to indemnification by the mentioned insurance. At its option, Seller can deliver to the Buyer a certificate of insurance that shows the insurance applicable to the quotation or to the Agreement. The Buyer will not be considered an additional insured and no coverage from Seller's insurance will cover any negligence, fraud or willful misconduct by the Buyer or any act or omission by it or directly or indirectly related third parties. Moreover, any financial guarantees that may be requested by the Buyer for the purposes of a quotation or agreement will only be granted after they are approved on the basis of Seller's internal policies.

13. SOLVENCY. Buyer's order will be deemed a representation that Buyer is solvent and able to pay for the products ordered. If Buyer fails to make payments when due or if bankruptcy or insolvency proceedings (including judicial composition proceedings) are instituted by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, Buyer will be deemed to be in default and Seller will have the right to terminate forthwith its obligations by written notice to Buyer, in which case the termination provisions set out below shall apply.

14. INTELLECTUAL PROPERTY.

14.1 DEFINITION. Intellectual Property Right(s) or IPR(s) means: (a) patents, utility models, trade secrets, copyrights, database rights, and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and similar forms of worldwide protection.

14.2 PROPRIETARY RIGHTS. Unless the parties agree otherwise in writing, Seller, its designated affiliate or licensor, if any, owns all right, title and interest in and to all IPRs and all other information, technical or otherwise, related to the goods, associated Software and/or services, and all modifications thereto sold or licensed under these terms, which were conceived, developed, made or supplied, whether in whole or in part, during the preparation of the quotation or in the course of the Agreement, by Seller or by Seller's employees, consultants, and/or agents, even if Buyer reimburses Seller for any costs related thereto.

To the extent Buyer acquires any IPR related to the goods, associated Software and/or services or any modification thereto, Buyer hereby assigns to Seller or its designated affiliate or licensor all right, title and interest in and to these IPRs, whether or not patentable. Buyer shall assist Seller in obtaining for Seller any IPR in connection with the goods, associated Software and/or services, shall assist Seller in taking any steps necessary to defend such rights and Seller shall reimburse Buyer for any reasonable expenses incurred in this regard. Buyer will not, at any time contribute to, do or cause to be done any act or thing in any way impairing or intending to impair any part of such right, title and interest described in this paragraph.

Neither Buyer nor any other party shall have or acquire any IPR or license through these terms, the quotation or the Agreement, except for the nontransferable, nonexclusive and limited right to the use of the IPRs in the goods, associated Software and/or services as may be necessary for the sales of the goods installation,

operation, maintenance and repair of the goods, associated Software and/or services provided by Seller to Buyer.

14.3 INDEMNIFICATION. Seller will defend any suit or proceeding brought against Buyer by third parties to the extent that such suit or proceeding is based on a claim that goods, associated Software and/or the result of the services provided by Seller to Buyer constitute direct infringement of any valid registered IPR and Seller shall pay all damages awarded by final judgment (from which no appeal may be taken) against Buyer holding that such goods, associated Software and/or the result of the services do so infringe, on condition that Seller (i) is promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement, (ii) is given authority, information and assistance necessary to defend or settle such suit or proceeding in such a manner as Seller shall determine and (iii) is given sole control of the defense (including the right to select counsel), and the sole right to compromise and settle such suit or proceeding.

If the good, associated Software and/or the result of the services supplied to the Buyer becomes or, in Seller's opinion, could become the object of any claim, lawsuit or procedure for the violation of any valid registered IPR, Seller can, at its sole option and expense: either (i) obtain for the Buyer the right to use, rent or buy the good, associated Software and/or the result of the services; or (ii) replace the good, associated Software and/or the result of the services with a non-infringing substitute; or (iii) alter the good, associated Software and/or the result of the services so it becomes non-infringing; or (iv) take back the good, associated Software and/or the result of the services and reimburse the price paid by the Buyer for those, less any applicable depreciation for any period of use of those.

If the infringement is alleged prior to completion of delivery of the goods and/or associated Software, Seller has the right to decline to make further shipments without being in breach of contract.

Seller's maximum aggregate liability to Buyer will not, under any circumstances exceed the limitation of liability set forth in Section 11.

The foregoing states the entire liability of Seller for IPR infringement by said goods, associated Software and/or the result of the services or any part thereof. In no event shall Seller be liable for any: (i) infringement by goods, services and/or software manufactured and/or supplied by Buyer and/or third parties; (ii) infringement arising from a combination with, addition to, or modification of the goods, associated Software and/or the result of the services after delivery by Seller; (iii) infringement arising out of Seller's compliance with Buyer's designs, specifications or instructions, or (iv) infringement arising out of the use of the goods, associated

Software and/or the result of the services in the Buyer's conduct of any of its processes. The Buyer, at its cost, will protect and defend Seller, including its officers, employees and affiliated companies, from and against any lawsuit, demand or claim of IPR infringement arising therefrom, and will hold Seller (including its officers, employees and affiliated companies) harmless from damages, costs and expenses attributable to any such lawsuit, demand or claim.

14.4 TRADEMARKS. Buyer acknowledges and agrees that any trademark, trade name and logo of Seller ("Seller Marks") and their associated goodwill are Seller's exclusive property. Buyer shall not use or permit to be used by any person, any Seller Marks without Seller's prior written consent. By selling goods to Buyer, Seller does not grant to Buyer any right to use Seller Marks, whether or not in connection with the resale of the goods, unless expressly permitted in writing by Seller.

Buyer must reproduce the Intellectual Property Right notices, Seller Marks, use restrictions relative to and/or contained in the goods, associated Software and/or in the result of the services in any copy of the same, and they must not be modified, erased or obscured in any manner by the Buyer. Buyer shall follow Seller's instructions and guidelines regarding the use of Seller Marks as may be communicated by Seller in the course of the Agreement. Buyer will not use, promote, sell or package any goods sold by Seller in a way that dilutes, denigrates or causes confusion in relation to any Seller Intellectual Property Right or that of third parties. The Buyer will likewise not use Seller Marks in its promotional/advertising materials, or assert affiliation with Seller or any Seller affiliate, unless approved by Seller in writing.

Buyer will not, at any time, contest the validity of any Seller Mark, claim any rights in any Seller Mark or do anything which, in Seller's opinion, might disparage, confuse or lessen the significance of any Seller Mark.

14.5 FEEDBACK. Seller welcomes ideas, suggestions or recommendations related to its goods, associated Software and/or services and any other aspects of its business ("Feedback"). The provision of Feedback is entirely voluntary. If Buyer elects to provide such Feedback, it hereby assigns to Seller all title and interest, including Intellectual Property Rights, in and to such Feedback, and Seller shall be free to retain, use and incorporate such Feedback in its goods, associated Software and/or services at its own risk, without payment of royalties or other consideration to Buyer, but without any liability by Buyer, provided that Buyer shall not knowingly provide to Seller Feedback that is (i) in breach of Buyer's confidentiality obligations to third parties or (ii) infringing third party's Intellectual Property Rights.

15. CONFIDENTIALITY.

15.1 Buyer agrees that all information, including drawings, prints, sketches, models, samples and other technical material ("Confidential Information") which Seller provides to Buyer, whether prepared by Seller or by third parties under contract to Seller, contain data which may embody trade secrets and confidential know-how of commercial value to Seller or third parties under contract to Seller and Buyer undertakes to maintain absolute confidentiality relative to the Confidential Information during the performance of the contracts and for a period of five (5) years after its termination, for any reason.

15.2 Buyer agrees (a) to keep such Confidential Information confidential; (b) that it will not disclose such Confidential Information to any other person, corporate division or entity; (c) will not use such Confidential Information except in connection with the with the goods, associated Software and/or services supplied hereunder; and (d) will not sell, lease, loan or permit any other person, corporate division or entity to use such Confidential Information for any purpose, without Seller's express prior written consent.

15.3 Buyer recognizes and acknowledges that disclosure or unauthorized use of Seller's Confidential Information would cause grave injury to Seller. Buyer agrees to reimburse Seller for any damages resulting from Buyer's breach of this confidentiality provision.

15.4 The results of the services performed by Seller or information that meets the following provisions will not be considered Confidential Information: (i) it is known to the receiving party or is in its power before it is received from the revealing party; (ii) it is or comes into the public domain before or after having been revealed to the receiving party; (iii) it becomes known to the receiving party from other sources, without the breach of any confidentiality obligation between such sources and the revealing party or a third party; (iv) it is developed independently by the receiving party; (v) its disclosure is authorized in writing by the revealing party; or (vi) its disclosure is required by Court order or otherwise by law in which event Buyer shall notify Seller in advance in writing of the requested disclosure.

16. SOFTWARE LICENSES AND WARRANTIES.

16.1 Seller may supply certain firmware, software and/or related documentation (the "Software") with the goods provided. In the event Software is furnished by Seller to Buyer pursuant to separate software license agreement, the terms and conditions of such software license agreement shall take precedence over these terms with respect to the provision of such Software.

16.2 If any Software is furnished with the goods, Seller grants to Buyer and Buyer accepts a nontransferable, nonexclusive license to use, in object code form, such Software solely in connection with Buyer's use and/or operation of the goods in which such Software is originally installed.

16.3 If no standard terms and conditions for licensing of software or no separate license agreement is provided by Seller in connection with the furnishing of the Software, then (i) Seller warrants that the Software, as delivered, will perform substantially in accordance with Seller's then-current specifications in all material respects; however, Seller does not warrant that the Software will meet Buyer's needs, be error free, or operate without interruption, (ii) all warranty claims with respect to the Software must be made by the Buyer in writing not later than ninety (90) days after shipment of the Software by Seller to Buyer or after shipment of the goods by Seller to Buyer in the case of embedded Software, (iii) Seller makes no warranties whatsoever regarding any software and/or components of the software created or owned by any third party, (iv) the foregoing warranties are in lieu of all other warranties expressed, implied or statutory relating to the software, including but not limited to, implied warranties of fitness for a particular purpose, non-infringement and warranties of merchantability, and (v) any unauthorized use or modification of the Software by Buyer shall void any and all warranties.

16.4 Seller shall use reasonable efforts to remedy any programming error in the Software attributable to Seller which prevents the Software from substantially conforming to specifications. Such remedy shall, at Seller's discretion, consist of providing corrected portion(s) of Software, communication to Buyer of a workaround, and/or another remedy which enables Buyer to achieve substantially the same functionality as could be obtained without the error.

16.5 Seller's obligations under this Section **¡Error! No se encuentra el origen de la referencia.**6 shall arise upon its receipt of written notice of a programming error, containing sufficient information, on computer-readable media if practicable, for Seller to reproduce the error. If Seller determines that a particular problem is not caused by Seller Software errors, or that the problem arises from Buyer modification of the Software, Seller may, at its sole discretion, refer Buyer to Seller's professional services support group, whose services are available for an additional fee.

16.6 No other right or license relating to the Software, express or implied, is granted except as provided above. Buyer shall not sell, assign, sublicense, transfer, or otherwise make available the Software to any other person or entity, without the prior written consent of Seller. Buyer shall not reverse engineer (except to the extent that

applicable law prohibit reverse engineering restrictions, and then only as permitted by such law), decompile or disassemble any Software.

16.7 Unless agreed in writing by the parties, Buyer shall not make any copies of any Software except that one copy of Software provided may be made by Buyer for storage or archival purposes. Subject to Section 14, all copies of Software shall be clearly marked by Buyer with the same proprietary and copyright restrictions which appear on the Software as originally supplied to Buyer.

17. DATA PROTECTION.

17.1 Each party shall protect Shared Personal Data and Confidential Information through adequate physical, technical and organizational measures against any actual or threatened unauthorized use, modification, loss, compromise, destruction, disclosure, or access ("Security Incident") and comply with all applicable laws and regulations in connection with its receipt, use, handling, processing, access to, disclosure, deletion and storage ("Processing") of Shared Personal Data ("Data Protection Laws"). "Shared Personal Data" means any information relating to an identified or identifiable person where such information is submitted by a party to the other party in the context of this Agreement.

Each party shall assist the other in complying with all applicable requirements of the Data Protection Laws. In particular, each party shall promptly inform the other party about the receipt of any data subject rights request regarding the Shared Data and provide reasonable assistance in complying with such request, maintain complete and accurate records and information to demonstrate its compliance with Data Protection Laws, and delete or return Shared Personal Data and copies thereof to the disclosing party on termination of the Agreement unless required by law to store the Shared Personal Data.

17.2 Seller and Buyer acknowledge that both parties have legitimate interest to – either directly or through their affiliates or service providers – share or otherwise Process Shared Personal Data only for the purpose of, or in connection with (i) the purpose of this Agreement, (ii) applicable legal or regulatory requirements (such as anti-money laundering or anti-corruption, tax audit or financial sector related law and regulations); and (iii) commercial and administrative purposes.

In the event the Processing of Shared Personal Data may involve the international transfer of such Shared Personal Data, such transfer should only take place on the basis of a legitimate transfer mechanism provided and adequate level of protection recognized by the Data Protection Laws.

Each party will notify the other party about any Security Incident affecting Shared Personal Data as soon as possible and will provide reasonable assistance as

necessary to each other to facilitate the handling of any Security Incident in an expeditious and compliant manner. Such notification shall be considered as Confidential Information and shall be sent to Seller at to Seller: privacy@nVent.com. Buyer shall inform Seller of the relevant contact details upon conclusion of the contract.

In the event that Seller's compliance with Data Protection Laws requires the imposition of certain additional obligations or assessments including but not limited to the conclusion a data processing agreement, both parties shall in good faith seek to address the requirements under Data Protection Laws. In the event the parties fail to reach agreement, then Seller may, on no less than two (2) months' prior written notice, terminate the Agreement in accordance with Section 18.

18. TERMINATION.

18.1 Buyer's order cannot be terminated or cancelled without Seller's written consent and the payment, by the Buyer, of all the expenses and costs incurred by Seller with the respective cancellation.

18.2 Without limiting that which is stated above, an Agreement will be considered automatically terminated, without the need for any communication between the parties, in the following situations: (i) a breach of any obligation, by Buyer that has not been cured by the Buyer within thirty (30) days from the receipt of Seller's written notice pointing out the breach; (ii) a declaration of bankruptcy or court-supervised or out-of-court reorganization of either of the parties (without limiting the right to collect any amounts that may be owed by one party to the other); (iii) the occurrence of force majeure in accordance with Section 23, the effects of which last for more than sixty (60) days and impair the fulfillment of the contractual obligations by Seller.

18.3 In any of the cases of termination provided for in this Section: (a) the Buyer must pay all the costs and expenses incurred by Seller with the cancellation/rescission of the Agreement; and (b) if the goods have not yet been delivered to the Buyer, the Buyer has the right to pick them up, as is, within thirty (30) days from the date of the cancellation/rescission of the Agreement and if the Buyer does not pick them up within this period, Seller will understand that the Buyer has decided not to pick them up and can dispose of the goods as it believes best. Any costs or expenses Seller incurs as a result of this will be borne or reimbursed exclusively by the Buyer.

19. SUSPENSION. If Buyer fails to make any payment when due or to perform on time any of its other obligations under this contract Seller shall be entitled to suspend performance of the contract until the failure is remedied. However, such

suspension shall be for a maximum of sixty (60) days, post which the Seller shall be entitled to terminate the contract as per Clause 18.

20. RETURNS. Returns will require the prior written approval of Seller. In no event shall make to order products be eligible for returns. Return freight to Seller is prepaid by the Buyer and Buyer organize the shipment of returned goods. Returns is applicable only to orders in the last thirty (30) days. Items must be in saleable condition, non-defective, unused, full box/package quantities in unopened, sealed boxes with no non-Seller labels and Proof of Purchase (POP) intact. Buyer must follow written return instructions which may be obtained by contacting Seller.

21. ASSIGNMENT. The rights and obligations of Buyer by virtue of the Agreement cannot be assigned by Buyer without Seller written consent. Upon written communication to Buyer, Seller shall have the right to assign and transfer all its obligations and rights under the Agreement to a third party.

22. SALES TO GOVERNMENT AGENCIES. If the Buyer chooses to sell the goods to a government agency, the Buyer will do so at its own option and risk. Seller does not warrant that its goods or services, or the respective prices, will comply with any laws, regulations or provisions applicable to such sales.

23. FORCE MAJEURE. If Seller is prevented from performing its obligations by force majeure, Seller will have the right to suspend the performance of the Agreement or to consider the Agreement terminated in whole or in part, at Seller's option, without judicial intervention and without Seller being liable for any claims for damages or guarantees. Force majeure includes any circumstance, foreseen as well as unforeseen, as a result of which observance of the Agreement can no longer reasonably be expected by Buyer, including but not limited to war, sabotage, rebellion, revolt, transportation disturbances, strikes, accidents, fire, explosion, pandemic, technical failures and delayed delivery by suppliers.

24. BUYER'S OBLIGATIONS. Without limiting its other obligations under these terms, the quotation or the Agreement, the Buyer undertakes: (i) to communicate the occurrence of any event that impedes the performance of any activity for which it is responsible in writing to Seller on a timely basis; (ii) to provide all documents/information requested by Seller for the performance of its activities on a timely basis, as well as to facilitate Seller's timely access to the Buyer's personnel as necessary for the performance of Seller's obligation; and (iii) to approve any drawings, manuals, technical specifications, calculations, documents and/or requests that have been submitted to it by Seller, by the deadlines established by Seller, as well as to justify its disapproval in writing and/or comments regarding the same within the mentioned deadlines.

25. VARIATIONS. Unless otherwise provided in the contract, no variation to the contract may be made unless jointly agreed in writing by Seller and Buyer. If any variation increases or reduces the cost or time to Seller of performing the contract then the contract price and/or schedule shall be adjusted accordingly. Seller shall not be obliged to accept any variation if the net effect, including any variations already made, is to reduce the contract price by more than 15%. Variations shall, if not the subject of a quotation from Seller which has been accepted by Buyer prior to the variation being ordered, be priced by reference to the contract price or, where this is not relevant, by cost plus 25%. The time for performance of the contract shall automatically be adjusted in accordance with any variation.

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

27. SEVERABILITY. If part of this agreement is or becomes invalid or non-binding, Seller and Buyer shall remain bound to the remaining part. The invalid or non-binding part shall be replaced by provisions that are valid and binding and give effect to the contents and purpose of the Agreement to the greatest extent possible. No waiver by Seller of any right or remedy on any prior occasion shall constitute Seller's waiver of any such right or remedy on subsequent similar occasions.

28. APPLICABLE LAW AND JURISDICTION. These terms shall be governed in accordance with the law of the domicile of Seller, excluding the conflict of law provisions and the application of the Vienna Convention on the Sale of Goods. All disputes under these terms shall be submitted to the exclusive jurisdiction of the courts of the domicile of Seller.

29. COMPLIANCE PROVISIONS.

29.1. COMPLIANCE WITH LAWS. Buyer agrees to comply with all applicable laws and regulations concerning the goods and/or services contemplated in this Agreement and agrees that its performance of this Agreement does not cause Seller to be in violation of any applicable laws or regulations.

29.2. ANTI-CORRUPTION. Buyer agrees to comply with all anti-bribery and corruption laws applicable to any business undertaken with, for or on behalf of Seller, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act ("Anti-Corruption Laws") and will not permit the taking of any action that may render Seller liable for a violation of Anti-Corruption Laws.

29.3. CONFLICTS OF INTEREST. Except as previously disclosed in writing to Seller, Buyer does not believe that there are any actual or potential conflicts of interest regarding its relationship with Seller.

29.4. PUBLIC OFFICIALS. Except as previously disclosed in writing to Seller, no officers, directors, employees or agents of Buyer is a public official in a position to influence Buyer's commercial relationship with Seller.

29.5. PROHIBITED TRADE.

(i) Buyer agrees to comply with any restrictive trade measures applicable to Seller, Seller products, or Seller services. These included economic sanctions programs administered by the U.S. Treasury Department and the U.S. State Department, export controls laws administered by the U.S. Department of Commerce and U.S. Department of State, any other laws of similar effect administered by the United Kingdom, European Union, or other applicable jurisdictions. Buyer further confirms that it will not directly or indirectly sell, re-export or otherwise transfer any products, services, or technical information to Cuba, Iran, Russia, Belarus, North Korea, Syria or the disputed Ukrainian regions of Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia; or to any party using such items for nuclear, biological, or chemical weapons programs, for missile programs, or for other prohibited end-uses. Buyer acknowledges that such laws apply even if Buyer is a dealer, distributor, or intermediate consignee intending to re-sell these goods.

(A) Buyer is prohibited from directly or indirectly re-exporting:

(1) Goods or Technologies as listed in Annexes XI, XX, XXXV, XL of Regulation (EU) No 833/2014* and firearms/ammunition from Annex I of Regulation (EU) No 258/2012* ("Goods"), or any products incorporating the Goods, to Russia or for use in Russia; additionally, as per Article 12ga of Regulation (EU) No 833/2014, Buyer is prohibited from using intellectual property rights, trade secrets or other information related to common high priority items listed in Annex XL for sale, supply, transfer, or export to Russia, or for use in Russia; and/or

(2) Goods or Technologies as listed in Annexes XVI, XVII, XXVIII, XXX of Regulation (EU) 765/2006* and firearms/ammunition from Annex I of Regulation (EU) No 258/2012* ("Goods"), or any products incorporating the Goods, to Belarus or for use in Belarus.

(B) Breach of the above said Clause A constitutes a material breach of this Agreement, entitling Seller to seek remedies available at law or equity.

*in the respective valid version

29.6. ANTI-BOYCOTT. Buyer does not comply with any request prohibited under U.S. Anti-Boycott laws when conducting business involving Seller, Seller products, or Seller services. This includes, without limitation, requests related to the Arab League

Boycott of Israel or related to the nationality, race, religion, or gender of any Seller personnel.

29.7. RECORDKEEPING. Buyer will maintain books, records and accounts that accurately and fairly reflect all transactions that Buyer conducts with or on behalf of Seller and agrees that it will not permit off-the-book accounts. Buyer further agrees to maintain a system of internal accounting controls reasonably designed to ensure that its assets are used only in accordance with its management directives.

29.8. NOTIFICATION. Buyer will notify Seller promptly if Buyer has reason to believe that a breach of the terms in this Section 29 has occurred or is likely to occur. Buyer will send all such notices to ethics@nvent.com.

29.9. AUDIT RIGHTS. If at any time Seller believes in good faith that Buyer has breached the terms of this Section 29, Seller reserves the right to conduct an audit to verify Buyer's adherence to the terms of this Section 29, upon reasonable notice, with or without support of a third party. Buyer will fully cooperate in such audit and will take necessary corrective actions in a timely manner, as directed by Seller.

29.10. BREACH, TERMINATION AND INDEMNIFICATION. Any breach of the terms in this Section 29 will constitute a material breach of this Agreement and be grounds for immediate termination for cause of this Agreement and/or any order, and Seller may withhold any payments until such time that Seller has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Buyer will indemnify and hold Seller harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from Buyer's breach of the terms of this Section 29. Further, Seller reserves the right to refuse to enter into, perform or cancel any order if Seller believes in its sole discretion that such order could violate any applicable law or regulation of the United States or any other applicable government. Buyer agrees that any such refusal or cancellation of any order or termination of this Agreement by Seller, as described above, will not constitute a breach of Seller's obligations under this Agreement and Buyer hereby waives all claims against Seller for loss, cost or expense related thereto.

Supplementary Terms with regard to the delivery of services

If and in so far as the Seller delivers services to the Buyer, the following terms will apply in addition to the provisions specified.

30. PRICING.

30.1 Unless otherwise agreed, while carrying out the installation Seller will charge Buyer separately with any incidental expenses such as travel expenses, expenses for transporting tools and personal baggage as well as with daily allowances

incurred by Seller. Should the parties agree that Seller will start to carry out the installation later than four months after the contract date Seller reserves the right to adjust its prices in the event of cost increases occurring after the contract date and which are due in particular to personnel cost increases or material price changes. At Buyer's request, Seller will provide evidence for such adjustments.

31.2 Should Seller incur taxes, customs duties or similar expenses due to exports or should any fees or charges, in particular customs duties or taxes, be introduced or increased after the contract date, Buyer shall assume said additional expenses.

31.3 If Seller performs services at Buyer's request going beyond the contractual scope of work or modifying such scope, Buyer shall remunerate said additional services. In such case Seller will charge Buyer according to its normal rates. Unless otherwise agreed, the additional services which are required and carried out after completion of the work will be charged according to Seller's normal rates.

32. PAYMENT, PAYMENT TERMS. At Seller's request, progress payments shall be granted in the shortest possible intervals equaling the contractual services that have been completed and verified, including the value added tax levied on this amount. Services shall be specified on a verifiable list which will allow Seller to make a rapid, reliable evaluation of the services rendered.

33. EXECUTION TIME. Meeting the agreed execution time requires that all commercial and technical questions have been settled and that Buyer has met all duties incumbent upon it in a timely and orderly fashion. Should Seller fail to meet the completion time and in the event of any damage arising hereof for Buyer, Buyer may demand a lump-sum compensation for delay according to Section 7.

34. BUYER'S DUTIES.

34.1 Buyer shall be responsible for ensuring that the location where the service has to be provided is cleaned.

34.2 If installation works are carried out more than two (2) meters above the ground, Buyer shall be responsible for ensuring that appropriate scaffolding is provided free of charge according to the relevant accident prevention regulations.

34.3 Buyer shall be responsible for ensuring that the installation site is easily accessible, that the safeguards were set up as required, that the necessary equipment such as scaffolding and lifting gear etc. is ready for use and that power and water supply are available free of charge. Furthermore, Buyer shall be responsible for ensuring that suitable, dry and lockable rooms of sufficient size for

the storage of machine parts, machinery, material, tools etc. and adequate working and recreation rooms for the assembly personnel as well as appropriate sanitary facilities are available free of charge at the site.

34.4 Buyer shall take all measures it would take for the protection of its own property and its own personnel to safeguard the material and equipment of the contractor and the assembly personnel.

34.5 Prior to commencing work on site Buyer shall provide a site induction for Seller's employees and inform them about any specific on-site risks. Buyer shall state the names of the medical service and first aid provider to be contacted in case of need. Buyer shall be responsible for ensuring that measures are implemented as required by the standards specified in Seller's work instructions.

35. TRANSFER OF RISK, ACCEPTANCE. The risk shall pass to Buyer as soon as it has accepted the work or when Buyer defaults in accepting delivery. Such acceptance shall be made without delay on the acceptance date, or alternatively after the Seller has indicated that the goods are ready for acceptance. Buyer may not refuse to accept the goods in case of a non-substantial defect. If the work is carried out in whole or in part and is damaged or destroyed prior to acceptance due to force majeure, war, riot or any other incidents which are unavoidable from an objective point of view and beyond the contractor's control, the Seller will retain its right to compensation for the work that has been performed.

36. MACHINING, PROCESSING, INCORPORATION AND MIXTURE. If Seller's goods supplied under retention of title are incorporated during the installation and should Seller therefore suffer a loss of rights, Seller shall be entitled to claim an appropriate advance payment or security equaling the invoice value of the goods supplied by Seller. Should Buyer act contrary to the terms of the agreement, in particular by defaulting in payment, Seller may cancel the agreement and repossess the items delivered under retention of title, and Buyer shall be obliged to return said items.