

TERMS & CONDITIONS OF SALE

The party selling the goods or services named on the purchase order or other document attached to or accompanying these Terms and Conditions (as applicable, Copeland LP, Copeland Canada Inc. (dba Verdant Environmental Technologies), Copeland Industrial LP, or Copeland Comfort Control LP, or any of their respective affiliates, each individually and not jointly) is herein referred to as "Seller" and the customer, person, or entity purchasing goods or services (collectively referred to as "Goods") from Seller is herein referred to as "Buyer". For greater certainty, Buyer acknowledges and agrees that only the applicable Seller entity party to these Terms and Conditions is responsible for the Seller's duties, obligations, and liabilities set forth herein and the other listed entities and their affiliates are not responsible or liable for any such duties, obligations, or liabilities and shall not be deemed to be a party hereto. Sale of Goods includes Seller granting to Buyer a revocable, non-exclusive, non-transferable, and non-sublicensable license to use any software and/or firmware ("Software") which are preloaded, or to be loaded into such Goods. Notwithstanding the foregoing, Buyer may transfer and sublicense the license to use such Software to its end users and customers. These Terms and Conditions, any Seller price list or schedule, quotation, acknowledgment, or invoice from Seller relevant to the sale of the Goods and all documents incorporated by specific reference herein and therein, constitute the complete and exclusive statement of the terms of the agreement (this "Agreement") governing the sale of Goods by Seller to Buyer. Buyer's acceptance of the Goods will manifest Buyer's assent to these Terms and Conditions without variation or addition. Any different or additional terms in Buyer's purchase order or other Buyer documents including Buyer's online tools requiring Seller to accept terms prior to use are hereby objected to and rejected, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions or other terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** The price at which this order is accepted, whether in Seller's price list, schedule, acknowledgment or written quotation, is subject to change by Seller without notice and the invoice will reflect price in effect at the time of shipment.
2. **TAXES:** Any current or future tax, tariff, or governmental charge (or increase in same) affecting Seller's costs of production, sale, shipment, or delivery or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods (but excluding any tax on Seller's net income or profit) shall be for Buyer's account, and to the extent paid by or levied or assessed against Seller, shall be either added to the price or billed to Buyer separately, at Seller's election.
3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, Buyer shall pay all invoiced amounts due to Seller such that all funds are received by Seller within thirty (30) days from the date of whichever occurs first between Seller's invoice or shipment date and shall make all payments hereunder in U.S. currency using ACH or another mechanism such that funds are immediately available to Seller. In addition to all other remedies available under this Agreement or at law or in equity, Seller shall have the right, among other remedies, either to terminate this Agreement and/or any order hereunder or to suspend further performance under this and/or other agreements or orders with the Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly, or Seller otherwise deems itself insecure. Buyer shall be liable for all expenses, including attorneys' fees, Seller incurs relating to the collection of past due amounts. If any amount owed to Seller is not paid when due, it shall bear interest at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, Seller may require cash payments or security satisfactory to Seller for future deliveries and for the Goods theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds thereof. The security interest shall continue until such Goods are fully paid for in cash or other means approved by Seller, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.
4. **SHIPMENT DELIVERY AND TITLE:** Unless otherwise expressly provided, shipments are made F.O.B. Seller's shipping point. Any claims for shortages, delays, loss, or damages suffered in transit are the responsibility of Buyer and shall be submitted by the Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the within thirty (30) days from the date of Buyer's receipt of the Goods. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments without liability or penalty. Each shipment will constitute a separate sale, and Buyer shall pay for the Goods shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all handling and storage costs and other additional expenses resulting therefrom. Notwithstanding any provision to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss shall transfer from Seller to Buyer (a) for sales originating from the United States for which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States, and (b) for all other shipments, upon delivery to and receipt by carrier at Seller's shipping point.
5. **LIMITED WARRANTY:** Subject to the limitations of Section 7, Seller warrants, to its direct purchasers and to no others, that: (a) the Goods purchased hereunder will be free from defects in material and workmanship under normal use and regular service and maintenance for the period specified in the Seller's warranty applicable to Goods sold in effect on the date of shipment; and (b) the Services (as defined herein) provided by Seller will be performed by trained personnel using proper equipment and instrumentation for the service provided. More detailed information is available as follows for the specific warranties for Goods sold or Services provided, visit: <https://copeland.com/en-us/warranty>. Such warranty terms are incorporated herein by reference as applicable to the Goods purchased by Buyer. Seller's warranty shall not apply to any Goods which: (a) have been repaired or altered outside Seller's factory by other than Seller in any manner so as, in Seller's judgment, to affect its serviceability or proper operation; (b) have been subjected by persons other than Seller to improper handling, operation, maintenance, repair, or alteration; (c) have been subjected to misuse, negligence, improper installation or accident, including operator error; or (d) are not properly identified in accordance with Seller's requirements or the applicable warranty before returning such Goods to Seller. Seller is not responsible for faulty performance arising from: (a) operator errors, power failures, electromagnetic or radio frequency interference, equipment malfunctions, or any other cause beyond Seller's control; (b) equipment configuration changes made on a remote management website by Buyer, or any physical interference at Buyer's site that interferes with the existing configuration; and (c) any damage done by hardware or software supplied by a third-party. Buyer is responsible for all third-party equipment and services necessary to operate any Goods. Any alteration or modification by Buyer without prior written consent of Seller shall void the foregoing warranties and discharge Seller from all its obligations with respect thereto. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components. Products purchased by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer. Any description of the Goods, whether in writing or made orally by Seller or Seller's agents, specifications, samples, models, bulletins, diagrams, engineering sheets or similar materials used in connection with Buyer's order are for the sole purpose of identifying the Goods and shall not be construed as an express warranty. Any suggestions by Seller or Seller's agents regarding use, application or suitability of the Goods shall not be construed as an express warranty unless confirmed to be such in writing by Seller.
6. **SOLE WARRANTY:** THE WARRANTIES SET FORTH AND INCORPORATED IN SECTION 5 CONSTITUTE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND BUYER'S EXCLUSIVE REMEDY WHETHER THE CAUSE OF ACTION BE BASED IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.
7. **LIMITATION OF REMEDY AND LIABILITY:**
 - A. **REMEDY:** If within ten (10) days after Buyer's discovery of any warranty defects within the applicable warranty period (as set forth on the applicable website), Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's exclusive remedy (other than the warranty provided under Section 8), repair, correct or replace F.O.B. point of manufacture, or issue credit or refund the purchase price for, that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Seller requires the return of any allegedly defective Goods, transportation prepaid, before honoring any claim. All returned Goods are subject to inspection, and if examination at the factory does not disclose any defect covered by this warranty, replacement of such Goods or issuance of credit for same will not be approved.
 - B. **LIABILITY:** SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ANY THIRD PARTY EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PORTION OF THE GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY AND HOLD

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HARMLESS SELLER FOR ANY DAMAGES INCURRED BY SELLER IN EXCESS THEREOF. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER OR ANY THIRD PARTY EXTEND TO INCLUDE INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH DAMAGES ARE WAIVED BY BUYER AND BUYER SHALL INDEMNIFY SELLER FOR SUCH DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use of revenue, reputation and data costs incurred, including without limitation, for capital, fuel, power, and/or loss or damage to property, product or equipment. Further, Buyer shall indemnify and hold Seller harmless from any liability to Buyer, Buyer's employees, workers, contractors, or any other persons arising out of Buyer's, or any other persons', use of the Goods. It is further expected that all instruction and warnings supplied by Seller will be passed on to those persons who use the Goods. Seller's Goods are to be used in their recommended applications and all warning labels adhered to the Goods by Seller are to be left intact. Any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's sole risk.

- 8. PATENTS AND COPYRIGHTS:** Subject to the limitations set forth herein, Seller warrants that the Goods sold, except those Goods made specifically for Buyer according to Buyer's drawings or specifications or otherwise at Buyer's direction ("Custom Goods"), do not infringe any valid U.S. patent or copyright, as the case may be, in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notifies Seller of any claim or suit involving Buyer in which such infringement is alleged, and that Buyer cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringements arising solely out of the inherent operation, according to Seller's specifications and instructions, of such Goods. In the event such Goods are found to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods upon their return. In the event of the foregoing, Seller may also, at its option, cancel this Agreement and/or any order as to future deliveries of such Goods, without liability. Buyer agrees to indemnify and hold Seller harmless from all expenses and damages resulting from any claim, suit, or proceeding for alleged infringement of any patent or copyright based in whole or in part upon the manufacture, sale, or use of any Goods or any part thereof, in combination or assembly with machinery or apparatus not furnished under this Agreement. Seller owns all Output (defined below) generated by the use of the Goods. Subject to the terms and conditions of this Agreement, Seller hereby grants Buyer a worldwide, nonexclusive, nontransferable, perpetual, royalty-free license to use the Output. For purposes of this Agreement, "Output" means all electronic data or information generated through Buyer's use of the Goods. To the extent Buyer intends to sublicense any data or Output to a third-party integrator, Buyer is responsible for ensuring the third-party integrator understand and agrees to the terms of this Section in regard to the license granted.
- 9. EXCUSE OF PERFORMANCE (FORCE MAJEURE):** Seller shall not be liable to Buyer, nor be deemed to have defaulted under or breached this Agreement for delays in performance or for non-performance, if caused directly or indirectly, by acts beyond Seller's reasonable control, including, without limitation: acts of God; acts of Buyer; war; fire; flood; earthquake; weather; sabotage; strikes, lockouts, slowdowns, picketing, or other labor disputes or controversies; civil disturbances or riots; war; invasion; hostilities (whether war is declared or not); terrorist threats or acts; , tariffs, embargos or blockades; national or regional emergency; epidemic, pandemic (including the COVID-19 pandemic and any governmental measures related to epidemics and pandemics), quarantine restrictions; allocations, laws, regulations, orders, or actions; unavailability of or delays in transportation; accidents, delays or default of or failure by common carriers; shortage of labor; delay in obtaining or inability to obtain materials, equipment or parts from regular sources; default of suppliers; or unforeseen circumstances or events beyond Seller's reasonable control, or without Seller's fault, whether similar or dissimilar to the foregoing. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the Agreement shall otherwise remain unaffected. If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited, or made impracticable due to causes set forth herein, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.
- 10. TERMINATION:** In addition to any remedies that may be provided under this Agreement or at law or in equity, Seller may terminate this Agreement and/or any order hereunder with immediate effect upon written notice to Buyer: (a) as set forth in Section 3 for failure by Buyer to pay any amount when due; (b) if Buyer has breached any terms of this Agreement (other than failure to pay), in whole or in part; and fails to cure such breach within ten (10) days of receiving written notice from Seller of such breach; or (c) if Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
- 11. CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred to cover commitments made by the Seller and a reasonable profit thereon. Seller's determination of such termination charges shall be conclusive.
- 12. CHANGES:** Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price(s), license fee(s), and date(s) of delivery. Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change. Seller reserves the right to change these Terms and Conditions without notice.
- 13. BUYER'S RESPONSIBILITIES:** This Section 13 shall be applicable only when Seller renders Services (as defined below) to Buyer. Buyer shall provide Seller ready access to the site where Services are to be performed and adequate workspace and facilities to perform the Services as provided in this Agreement. Buyer agrees to allow Seller to stop and start equipment as necessary to fulfill the terms of the engagement. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void. Buyer shall inform Seller, in writing, at the time of order placement, of any known hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer. Seller assumes all equipment which is a subject of the Services is in maintainable condition. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, insulating materials, electrical wiring, structural supports and other non-moving parts are not included in the Services.
- 14. ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of the Seller, and any such assignment, without such consent, shall be void. In the event of a change of control, merger, reorganization, or sale of all, or substantially all, of Buyer's assets to a third party, Seller may terminate this Agreement and/or any applicable order hereunder with ten (10) days' prior written notice.
- 15. INSTALLATION:** Buyer shall be responsible for receiving, inspecting, testing, storing, installing, starting up, and maintaining all Goods.
- 16. INSPECTION/TESTING:** Buyer, at its expense, agrees that it will promptly inspect the Goods upon receipt thereof, and in no event later than thirty (30) days from the date of receipt of the Goods ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless, during the Inspection Period, it notifies Seller in writing of any and all deficiencies, defects, variations from specifications or complaints of any kind with respect to the quantity, quality, condition, shipment performance, price or appearance of the Goods. In the event no such written notice is received by Seller during the Inspection Period, Buyer shall be deemed conclusively to have inspected and accepted all such Goods unconditionally and to have waived any and all rights and claims, including without limitation any right to reject the Goods or to claim damages in respect thereof. Buyer may not return Goods without first advising Seller of the reasons therefor and observing any instructions as Seller may give in authorizing such return. Buyer, at its option and expense, may inspect and observe the testing by Seller of the Goods for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any alleged rejection of the Goods at Seller's plant must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods meet Seller's criteria for such procedures.
- 17. DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale of same. Possession of such prints or drawings does not convey to Buyer any

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rights therein or license thereto. Upon termination of this Agreement, or at any time upon Seller's request, all such prints and drawings, and any copies or duplications of same (in whatever medium), shall be immediately returned to Seller.

18. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools or tooling dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interests in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.
19. **SERVICES:** Seller grants Buyer a non-exclusive and non-transferable (except to Buyer's end users or customers) license to use any online, cloud-based, or web-based platform and services and any associated electronic correspondence, reporting, database, management, mobile applications or offline components purchased in connection with the Goods and provided by Seller or installation services and other services provided to Buyer by Seller ("Services")¹. Use of the Goods is subject to Seller's terms, including Seller's current Privacy Notice, Terms of Use, and any other applicable terms, such as service or license. Any proprietary rights associated with the Services shall and will remain the property of Seller. Buyer may not alter, modify, or reverse engineer (including for the purpose of reverse engineering, disassemble, decompile, determine the source code or protocols, or trace the execution of) the Goods. If this Agreement requires Seller to perform or provide any Services hereunder, Seller (including without limitation its successors, assigns, agents or any person or entity acting at Seller's direction) shall not be responsible for any damages, claims, liabilities or expenses of any nature arising out of such Services.
20. **CONFIDENTIALITY:** Seller (including without limitation its successors, assigns, agents or any person or entity acting at Seller's direction) shall not be responsible for keeping confidential any specifications, drawings, designs, manufacturing data or other information of any nature provided by Buyer hereunder; and further, Seller shall not be liable for any damages, costs or expenses of any nature arising out of any dissemination of such documents or information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
21. **EXPORT CONTROL REGULATION:** Buyer agrees that all applicable import and export control laws, regulations, orders, and requirements, including without limitation those of the United States and the European Union and the jurisdictions in which the Seller and Buyer are established or from which Goods and Services may be supplied, will apply to their receipt and use. Buyer shall not sell, transfer or otherwise dispose of any Goods or related software, know-how, technical data, documentation or any other products or materials (Items) furnished to it pursuant to this Agreement to any party or in any manner which would constitute a violation of applicable laws, regulations, orders or requirements, including U.S. Export Control Laws (now or hereafter in effect). The U.S. Export Control Laws prohibit, without limitation, exports, transfer, transshipments or re-exports of Items to: (a) such countries or regions that are subject to U.S. sanctions or embargos programs or (b) such entities or individuals that appear on certain U.S. government lists (now or hereafter in effect), including, but not limited to: (1) Specially Designated Nationals List (2) Denied Persons List; (3) Unverified List; (4) Debarred List or (5) Entity List. available at: <http://www.bis.doc.gov/complianceandenforcement/index.htm#lfc>.
22. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third-party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference. Buyer further acknowledges the Software is subject to the copyright of and is the exclusive property of Seller. All information related to the nature of and use of the Software is confidential information and Buyer shall always exert its best effort to protect the confidentiality of such information, and to take whatever steps necessary to assure such protection.
23. **NOT FOR USE IN ANY NUCLEAR OR RELATED APPLICATIONS:** GOODS AND SERVICES SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts the Goods and services with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchaser or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that Seller's liability is based on negligence or strict liability.
24. **FLAMMABLE REFRIGERANT DISCLOSURES:** Buyer acknowledges that the Goods manufactured by Seller, as well as equipment manufactured by Buyer which incorporate Goods, maybe subject to certain rules and regulations if intended for use with flammable refrigerants and/or flammable refrigerant applications. Buyer represents and warrants that it possesses the expertise to comply and will comply with any such rules and regulations as are applicable to its manufacturing activities. Furthermore, Buyer represents and warrants that it is Buyer's sole responsibility to ensure that Buyer has appropriate safety and field service programs for its customers to address field service claims related to the use of the Goods and/or equipment for use with flammable refrigerants and/or flammable refrigerant applications.
25. **REGULATORY DISCLOSURES:** This equipment is prohibited from using with any substance on any local, state, or national "List of Prohibited Substances" for any specific end-use, in accordance with any applicable local, state, or national regulations for hydrofluorocarbons. In addition to any other applicable local, state, or national regulations, this equipment is prohibited from use in California with any refrigerants on the "List of Prohibited Substances" for that specific end-use, in accordance with California Code of Regulations, title 17, section 95374. This disclosure statement has been reviewed and approved by Seller and Seller attests, under penalty of perjury, that these statements are true and accurate.
26. **MISCELLANEOUS/GENERAL:** The terms of this Agreement supersede all other communications, negotiations and prior oral or written statements regarding the subject matter hereof. No change, modification, rescission, discharge, abandonment or waiver of any terms of this Agreement shall be binding upon the Seller unless made in writing and signed on its behalf by its duly authorized representative. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms of this Agreement shall be binding unless hereafter made in writing and signed by Seller. No modification shall be affected by the Seller's receipt or acceptance of Buyer's purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected by Seller. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to Section 20 with respect to confidentiality obligations. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the laws of the state of Missouri without regard to its conflict of law principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in State courts located in St. Louis County, Missouri and federal courts located in the Eastern District of Missouri, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by Buyer more than two (2) years after the cause of the action has accrued. Further, the United Nations Convention on the International Sale of Goods (1980) (as amended from time to time) shall not apply to this Agreement or any transactions relating hereto. In case any one or more provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired thereby.