

General Terms and Conditions of Sale

All products or services (collectively the "Products") furnished by Tyco Fire Products LP or its affiliate that sells Products to Buyer hereunder (hereinafter referred to as "Seller") shall be in accordance with the following terms and conditions unless set forth in a customer master agreement previously executed by and between Seller and Buyer:

1. ACCEPTANCE AND COMPLETE AGREEMENT. Buyer's order is binding only when accepted in writing at the principal office of Seller. The terms and conditions of sale are only those stated below, which shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. The parties agree there are no agreements between the parties, oral or written, with respect to the Products sold hereunder (including any made or implied from past dealings) except as expressed herein. No terms and conditions stated in or attached to Buyer's communications to Seller, including but not limited to Buyer's purchase orders, the terms of which are hereby rejected, are applicable to these terms and conditions in any way and are not to be considered Buyer's exceptions to the provisions of these terms and conditions. Trade custom, trade usage and past performance are superseded by these terms and conditions and shall not be used to interpret these terms and conditions.

2. DELIVERY. Seller will deliver or make available the Products within a reasonable time after receiving Buyer's purchase order, subject to their availability. The delivery date provided by Seller for the Products is only an estimate and is based upon prompt receipt of all necessary information from Buyer. If Buyer causes Seller to delay shipment or completion of the Products, Seller will be entitled to any and all extra costs and expenses resulting from the delay. Seller will not be liable for any delays, loss, or damage in transit, and failure to deliver within the time estimated will not be a material breach of contract on Seller's part. Seller will use commercially reasonable efforts to make shipments as scheduled.

3. EXPORTATION. If the Products ordered are to be exported from the United States (US), the quoted shipping dates are subject to receipt of all export documents and authorizations. Regardless of ultimate destination, the prices quoted are based on packing for domestic shipment unless otherwise stated in writing. Buyer agrees to provide Seller in writing with the ultimate destination and identity of the end-user at the time the order is placed if the Products are to be exported. Seller reserves the right to choose the freight forwarder, carrier and/or broker. These commodities, technology or software shall be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Buyer acknowledges and agrees that it shall be responsible for compliance with any chemical registration or importation requirements of any country into which it seeks to import the Products. Domestic Destinations – The Buyer of items shipping to US destinations is solely responsible for complying with applicable U.S. export laws. Seller shall not be the importer of record and is not responsible for compliance with importation requirements of any country to which the Products are shipped.

4. PRICES. Seller may change its pricing structure upon written notice to Buyer. Prices in any quotation or proposal from Seller are subject to change upon notice sent to Buyer at any time before the quotation or proposal has been accepted. Prices for Products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment and regardless of the acceptance or issuance of the applicable proposal, quotation or sales confirmation, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation and/or for any costs that it incurs directly or indirectly that arise out of or relate to inability to secure Products, changes in law, labor, taxes, tariffs, duties or quotas, acts of Government, any similar charges or to cover any extra, unforeseen and unusual cost elements. All stated prices are exclusive of any taxes, fees, duties, tariffs and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Buyer shall pay these taxes and other charges directly if the law permits or will reimburse Seller if it is required to pay them. Buyer will provide tax exemption certificates or evidence of tax payment on request. Revisions to the desired delivery date by the Buyer and delays not due to Seller's negligence may be subject to escalation of prices at Seller's sole discretion.

5. ORDERS FOR FEDERAL GOVERNMENT CONTRACTS/SUBCONTRACTS. For direct and indirect US Federal government contracts, the Products to be supplied by Seller are "commercial items" and/or "commercially available off-the-shelf (COTS) items" as defined in the Federal Acquisition Regulation (FAR), 48 CFR Part 52.

(a) (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer; (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act; (iii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities; (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246); (v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212(a)); (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793); (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212); (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40; (ix) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. 7104(g)); (x) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note); (xi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40; (xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64). As used in the referenced FAR clauses "Contract" means these terms and conditions; "Contracting Officer" means the U.S. Government Contracting Officer; "Contractor" and "Offeror" means Seller; "Prime Contract" means prime contract between Buyer and the Federal government; and "Subcontract" means any contract placed by Seller or lower-tier subcontracts under these terms and conditions.

(b) Seller will also comply with the following mandatory terms of the Department of Defense FAR Supplement (DFARS) *provided* the Federal prime contract is identified by Contract Number in the Government Order *and* the Federal prime contract (i) is for Products that are not commercial items *and* (ii) contains any of the following four DFARS clauses: 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; 252.246-7003, Notification of Potential Safety Issues; 252.247-7023 Transportation of Supplies by Sea; or 252.247-7024, Notification of Transportation of Supplies by Sea: (i) 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (10 U.S.C. 2533b); (ii) 252.246-7003 Notification of Potential Safety Issues (Jan 2007); (iii) 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631); and (vi) 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) Any commercial computer software or commercial computer software documentation to be delivered by Seller will be acquired under Seller's standard commercial licenses customarily provided to the general public.

6. PAYMENT. Standard payment terms are net thirty (30) days from date of invoice, unless otherwise agreed in writing by the parties prior to each order. Invoices shall be paid by Buyer via electronic delivery via EFT/ACH in accordance with written instructions separately provided by Seller (as may be updated by Seller in writing from time to time), unless an alternative payment method is agreed to by Seller in writing. Buyer shall confirm Seller's payment instructions with their Seller account representative prior to making payment, and Buyer shall bear the risk of loss for payments made using unauthorized instructions. In the event credit has not been established Seller reserves the right to require payment, or the issuance of an irrevocable letter of credit, in advance of shipment. In the event payment is not received when due, without prejudice to any other right or remedy, Seller reserves the right to: (i) immediately stop performing any services, withhold deliveries of Products and other materials, terminate or suspend any software licenses provided hereunder, and/or terminate this Agreement; and (ii) any amounts not paid when due shall bear a late payment in the amount of 1 ½ % per month or at the highest rate permitted by law (whichever is less), from the date of shipment until paid. Invoicing disputes must be identified in writing within 15 days of the date of invoice. Invoicing disputes not resolved within 30 days will be deemed invalid. Payments of any disputed amounts are due and payable immediately upon resolution. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion. Seller reserves a purchase money security interest in each Product shipped, which will be satisfied by payment in full. Seller has the right to file a copy of this document as a financing statement. Buyer's entitlement to receive any rebate or other incentive that Seller may offer from time to time shall be conditioned on Buyer timely paying all invoices and other amounts owed by Buyer to Seller during the period to which the rebate or other incentive relates. Any rebate or other incentives will be determined at the time of the order, if applicable. Quoted orders not including the quote number will be billed at the Buyer's standard price. In the event that Buyer does not use any portion of a credit (including any rebate credit) within ninety (90) days of its issue date, then Seller shall be entitled to apply such credit against any invoice(s) or other amounts owing by Buyer to Seller. All credits (including rebate credits) shall expire if not used within one hundred eighty (180) days of its issue date. In the event that Buyer provides a payment without designating the invoice(s) to which such payment is to be applied, Seller may apply such payment to such invoice(s) or other amounts owing by Buyer to Seller as Seller may determine in its sole discretion.

7. 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 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 its obligations by written notice to Buyer, but such termination will not affect Buyer's obligation to pay for Products delivered and works in progress.

8. CANCELLATION. No Products may be returned without prior written approval of Seller. Orders placed with and accepted by Seller may not be canceled except upon Seller's written consent prior to shipment and Buyer's acceptance of Seller's cancellation charges which shall protect Seller against all costs and losses. Seller reserves the right to cancel any sale hereunder in Seller's sole discretion without liability to Buyer (except for refund of monies already paid).

9. RETURN GOODS POLICY. The request to return Product(s) must include the description of Product(s), reason for return, customer order number and/or customer invoice number to enable the request to be processed. No Product(s) may be returned without this information. If and when the request is approved, a Return Authorization form will be completed and include a predetermined number for reference and will advise where the Product(s) should be returned. The Return Authorization form will contain a Packing List that must accompany materials when they are returned. Return Authorizations are valid for thirty (30) days only from date of issue. No credit will be issued for returned Product(s) without an approved Return Authorization. Product(s) being returned due to order entry and/or shipping errors on the part of Seller will be credited at full value providing the Product(s) are returned within thirty (30) days from the date of the original shipment. Credit of the actual price paid will be issued for defective Product(s) only after the material has been inspected and verified by Seller to contain a defect. A 25% restocking charge and/or a \$25.00 minimum charge, whichever is greater, will be assessed for inspecting, handling and restocking the Product(s) and the total credit will depend upon the resale value of the Product(s). Returned freight will be at the Buyer's expense. Items purchased for resale by Seller may be returned under the Manufacturer's terms and conditions only. If the Manufacturer will not accept the Product(s), credit will not be issued by Seller to the Buyer. Special orders and made-to-order Products are non-returnable. Credit will not be issued for discontinued items. Items no longer manufactured or items superseded by another model are defined as discontinued. In order to receive consideration for credit, Product(s) must be returned less than ninety (90) days from date of original invoice and of reasonable quantities. To receive consideration for credit, Product(s) must be in resalable condition. Product that has been approved for return must be packaged in such a way as to prevent damage during shipment. The use of original packaging is preferred. Credit cannot be issued for Product(s) damaged in transit due to improper packaging.

10. MINIMUM ORDER. The Minimum Order Policy is \$100.00 per order.

11. 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 and conditions, without incurring any obligation to Buyer.

12. JURISDICTION AND DISPUTES. These terms and conditions shall be governed in accordance with the law of the Commonwealth of Pennsylvania. All disputes under these terms and conditions shall be resolved by the state or federal courts of the Commonwealth of Pennsylvania and the parties all consent to the jurisdiction of such courts, agree to accept service process by mail, and hereby waive any jurisdiction or venue defenses otherwise available.

13. INSPECTION. All Products must be inspected within five (5) calendar days of receipt. If any damage is discovered, a claim must be filed with the carrier. A full report of the damage must be forwarded to Seller so that it can arrange for repair or replacement.

14. TITLE/SHIPPING. Unless otherwise agreed in the sales confirmation, all Products furnished hereunder will be shipped "Ex-Works (EX-W)" INCOTERMS 2020 Seller's plant or factory (the "Delivery Location"), using Seller's standard methods for packaging and shipping same. The shipping term is subject to change upon notice to Buyer at any time prior to shipment. Buyer will take delivery of the Products within three (3) days of Seller's notice that the Products have been delivered to the Delivery Location. If Buyer fails to take delivery of the Products within this three (3) day period, Buyer will pay Seller for the Products and all storage expenses incurred by Seller or, in Seller's discretion, Seller may ship the Products to Buyer at Buyer's expense. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether the shipment is in whole or partial fulfillment of Buyer's purchase order. Title in, risk of loss, and the right of possession to such goods shall pass to the Buyer upon the Seller's delivery to carrier at Seller's shipping facility, and Seller is not responsible for damage or loss in transit, regardless of whether or not Buyer may have the right to reject or revoke acceptance of said Products. Seller can arrange for in-transit insurance at Buyer's expense, but will not do so without Buyer's written instructions. Unless otherwise stated in contract documents, all goods will be shipped

freight prepaid and billed. Seller reserves the right to manage freight arrangements and pass-through the costs to Buyer, without significant mark-ups. Charges for shipping may not reflect net transportation cost paid by the Seller. Buyer shall be responsible for all import requirements of any country into which it seeks to import the Products, at its own expense, and will provide the licenses and consents to the Seller before shipment.

15. LIMITED WARRANTY.

- (a) Unless otherwise stated in a customer master agreement, Products manufactured by Seller are warranted solely to the original Buyer for eighteen months (18) months from date of shipment or one (1) year from date of installation, whichever is sooner (the "Warranty Period"), against defects in material and workmanship when paid for and properly installed and maintained under normal use and service. Exceptions to the Limited Warranty contained in this Section 15 are set forth in Appendix A attached hereto. This Limited Warranty will be immediately voided by substitution of non-Seller approved parts. No warranty is provided for products or components that have been subject to normal wear and tear, misuse, improper installation, incompatible chemicals/materials, corrosion; that have not been used for their intended purpose; or that have not been installed, maintained, modified or repaired in accordance with applicable Standards of the National Fire Protection Association and/or the standards of any other Authorities Having Jurisdiction. For Products identified in a Seller price book as manufactured by third parties ("Resale Products"), Seller will pass through to Buyer any transferable warranties provided to Seller by the manufacturer of such Resale Products. If, prior to the expiration of the Warranty Period, a Product fails to conform to this Limited Warranty and Buyer informs Seller in writing of such nonconformance, then Seller will in its sole and exclusive discretion either (i) repair or replace the defective Product or (ii), refund the amount that Buyer paid for such defective Product at time of original purchase (exclusive of shipping and other charges), which amount shall be pro-rated for Warranty Periods greater than one (1) year. Buyer agrees that the remedy selected by Seller will be Buyer's sole remedy for any failure of Product to conform to this Limited Warranty. Repair or replacement may be made with new or refurbished Product or component parts (at Seller's option) or, if Seller no longer sells the applicable Product, with a similar Product of like function. Buyer shall bear the costs of access, de-installation, reinstallation and transportation of the Product to Seller and back to Buyer. Any repair or replacement pursuant to this Limited Warranty shall not extend the Warranty Period.
- (b) Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of Products or parts of Products. Seller shall not be responsible for system design errors or inaccurate or incomplete information supplied by Buyer or Buyer's representatives, or for the establishment, operation, maintenance, access, security and other aspects of Buyer's or its customer's computer network, as well as network performance and compatibility issues. Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network, as well as network performance and compatibility issues.
- (c) **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR THE APPLICABLE EULA, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) CONCERNING ANY PRODUCT, AND ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, ARE EXCLUDED. SELLER MAKES NO WARRANTY THAT ANY PORTION OF ANY SOFTWARE (INCLUDING WITHOUT LIMITATION FIRMWARE) WILL OPERATE UNINTERRUPTED, BE FREE OF ALL ERRORS AND MALICIOUS CODE, BE SECURE FROM MALICIOUS ACTIVITY, OR THAT DEFECTS IN ANY SUCH SOFTWARE WILL BE CORRECTED. SELLER SHALL NOT BE RESPONSIBLE FOR PROBLEMS CAUSED BY CHANGES IN THE OPERATING CHARACTERISTICS OF THE DEVICE(S) UPON WHICH ANY SOFTWARE (INCLUDING WITHOUT LIMITATION FIRMWARE) IS OPERATING, OR FOR PROBLEMS IN THE INTERACTION OF ANY SUCH SOFTWARE WITH NON-SELLER SOFTWARE OR HARDWARE PRODUCTS.**
- (d) This Limited Warranty sets forth the exclusive remedy for claims based on failure of or defect in Products, materials or components, whether the claim is made in contract, tort, strict liability or any other legal theory. This Limited Warranty will apply to the full extent permitted by law. The invalidity, in whole or part, of any portion of this Limited Warranty will not affect the remainder.

16. LIMITATION OF LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST DATA AND OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, AND COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY UNDER THIS AGREEMENT INCLUDING ANY INDEMNIFICATION OBLIGATIONS WILL NOT INDIVIDUALLY OR IN THE AGGREGATE EXCEED THE AMOUNTS PAID TO SELLER BY BUYER FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY.

17. NUCLEAR APPLICATIONS. Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, the provisions of this Rider for Nuclear Applications will apply. If any Products sold hereunder are used in connection with any nuclear facility or activity, Seller and its suppliers shall have no liability to Buyer or its insurers for any nuclear damage or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, indemnity, warranty, tort (including Seller's negligence), strict liability or otherwise. The indemnity shall not apply to any damages or bodily injury, or both, arising out of a "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended (the "Act"). In addition, Buyer shall furnish financial protection as required by Section 170 of the Act, including an agreement of indemnification and/or nuclear liability insurance from ANI and MAELU, or both, pursuant to Section 170 of the Act, as applicable. Buyer shall not remove any items of equipment from the plant site or otherwise transfer any interest therein without first providing Seller with written assurance of limitation of and protection against liability (both nuclear and non-nuclear) following the proposed removal or transfer at least equivalent to that afforded to Seller and its suppliers under Sections 15 and 23 of these General Terms and Conditions of Sale. Removal or transfer contrary to this provision shall, in addition to any other legal or equitable rights of Seller, make Buyer the indemnitor of Seller and its suppliers to the same extent that they would have been protected had no such removal or transfer taken place. Any Seller's material or equipment which becomes radioactive at the work site, shall, at Seller's option, be purchased by Buyer. Any nuclear decontamination necessary for Seller's performance (including warranty) shall be performed by Buyer without cost to Seller.

18. COMPLIANCE WITH LAWS, CODES, AND STANDARDS. Seller represents that the Products will be produced in compliance with applicable fair labor standards laws, occupational safety and health laws, and laws related to nonsegregation and equal employment opportunity. Warranties for design services and the accuracy of any materials list provided by Seller shall be limited only to those codes, standards or specification requirements specifically stated in Seller's quotation documents or transmittal sheets or accepted change order or revisions and only as in effect at the time of quotation or Seller accepted change revisions. The Contract price, delivery and performance dates and any performance guarantees will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change in industry specifications, codes, standards, applicable laws or regulations.

- 19. FAIR DEALING.** Seller is committed to prohibiting bribery anywhere in the world, in connection with any kind of business, directly by Seller personnel or through intermediaries or third parties, to government or private individuals. Seller maintains an active program to monitor the activities of third parties with whom it conducts business and will not interact with third parties who engage in improper activities or make improper payments.
- 20. DRAWINGS.** Any drawings submitted herewith are only to show the general style, arrangement, and approximate dimensions of the Products offered. No work is to be based on drawings unless the drawings are certified. In no event will manufacturing or proprietary drawings be supplied.
- 21. CONFIDENTIALITY.** Buyer agrees that all drawings, prints and other technical material which Seller provides to Buyer, whether prepared by Seller or by third parties under contract to Seller, contain data which embody trade secrets and confidential know-how of commercial value to Seller or third parties under contract to Seller. Buyer agrees (a) to keep such information confidential; (b) that it will not disclose such information to any other person, corporate division or entity; (c) will not use such information except in connection with the Products supplied hereunder; and (d) will not sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose, without Seller's prior written consent. Nothing herein shall restrict the use of information generally available to the public.
- 22. INTELLECTUAL PROPERTY.** Buyer acknowledges Seller and its affiliates are the owners of brands, trademarks, designs, patents, copyrights and other intellectual property relating to Seller's Products, and that no right or license is conveyed by Seller to Buyer to manufacture, have manufactured, modify, import or copy such Products. Buyer agrees that it will reference brands of Seller or its affiliates only in connection with the use or sale of Products delivered to Buyer hereunder, and not in connection with the sale of any other Product, except as separately authorized by Seller in writing.
- 23. PATENT INDEMNITY.** If a Product delivered by Seller to Buyer becomes or, in Seller's opinion, may become the subject of any claim, suit or proceeding for infringement of any patent, Seller may at its option and expense (i) obtain for Buyer the right to use, lease or sell the Product, (ii) replace the Product, (iii) modify the Product, or (iv) remove the Product and refund the purchase price paid by Buyer less a reasonable amount for use, damage or obsolescence. Seller will not be liable for any infringement arising from any modification of a Product, from any combination of a Product with any other product(s), or from the use of a Product in practicing a process or unintended applications. Seller's total liability to Buyer will not, under any circumstances exceed the purchase price paid for the allegedly infringing Product. Buyer agrees, at its expense, to protect and defend Seller against any claim of patent infringement arising from compliance with Buyer's designs, specifications or instructions and to hold Seller harmless from damages, costs and expenses attributable to any such claim.
- 24. INDEMNITY.** Buyer agrees to defend, indemnify and hold the Seller (and its agents, representatives, employees, officers, related companies, successors and assigns, and customers) harmless from all claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of Buyer, its agents, employees, or subcontractors.
- 25. EXCUSABLE DELAY/FORCE MAJEURE.** Seller shall not be liable nor in breach or default of its obligations under the Contract to the extent its performance of such obligations is delayed, hindered, or prevented, in whole or in part, directly or indirectly, due to causes beyond its reasonable control, whether foreseeable or unforeseeable, including, but not limited to, acts of God, fires, floods, or other natural disasters (declared or undeclared), terrorism, war (declared or undeclared), armed conflict (or the serious threat of same), plagues, epidemics, pandemics, quarantines, or other public health risks and/or responses thereto, insurrection, civil disturbances, insurrection, riots, mob violence, acts or omissions of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority (including any change of law or regulation), strikes, lock-outs, differences with workers, accidents, labor disputes, transportation shortages, the unavailability or shortage(s) of labor, energy, materials, production facilities, transportation, or shipping, cyber-attacks, viruses, ransomware, failures or interruptions to network systems, data breaches, vendor non-performance, or any other cause, casualty, or excusable delay beyond Seller's reasonable control, whether similar or dissimilar to any of the foregoing. Upon the occurrence of a force majeure or other excusable delay, Seller's performance or delivery date shall be extended for a period equal to the duration of the force majeure event or time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay. If the delay is due to any acts or omissions of Buyer, or Buyer's agents, contractors or suppliers, Seller shall be entitled to both an equitable performance and price adjustment. If Seller incurs increased cost by reason of delay not attributable to any act or omission of Buyer (including but not limited to extended warehouses and storage fees, labor wages, etc.), the increased cost shall be distributed equitably between Seller and Buyer, or the Contract shall be cancellable at Seller's election.
- 26. WAIVER.** No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.
- 27. VALIDITY OF PROVISIONS.** In the event any provision or any part or portion of any provision of these terms and conditions shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.
- 28. ELECTRONIC MEDIA.** Buyer agrees that Seller may scan, image or otherwise convert these terms and conditions into an electronic format of any nature. Buyer agrees that a copy of these terms and conditions produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation.
- 29. MISCELLANEOUS.** Seller expressly disclaims any requirement, understanding or agreement, whether express or implied, contained in any Buyer purchase order, shipping release form, policy, code of conduct or elsewhere, that any of Seller's personnel be vaccinated against Covid-19 under any federal, state or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"), unless and solely to the extent that such requirement is expressly set forth in a written agreement manually signed by an authorized officer of Seller.

General Terms and Conditions of Sale

Appendix A

| Business | Product | Warranty Length From Shipment |
|---|---|-------------------------------|
| BLAZEMASTER® | BLAZEMASTER® CPVC | 10 Years |
| Detection | SIMPLEX (outside United States and Canada), AUTOCALL, ZETTLER and FIRECLASS Fire Detection and Alarm Products | 3 Years |
| Foam Agents & Hardware | TYCO Foam Hardware - Purchased Product | 1 Year |
| EAS-1 Electronically Activated Sprinkler System | EAS-1 Components (including sprinklers) | 3 Years |
| Gaseous Suppression Systems | CV98 Valve | 5 Years |
| Gaseous Suppression Systems | Engineered Fire Suppression Systems - Purchased Products | 1 Year |
| Gas Station System | ATTENDANT Gas Station Systems | 3 Years |
| Industrial Systems | I-101 - Purchased Parts | 1 Year |
| Industrial Systems | MONARCH Industrial/Paint Booth Fire Protection System | 3 Years |
| Mechanical Products | GRINNELL Grooved | 10 Years |
| Portable Extinguishers | ANSUL Extinguishers including SENTRY Dry Chemical, CO2, Water, K-GUARD and CLEAN GUARD | 6 Years |
| Portable Extinguishers | ANSUL Wheeled Extinguishers | 6 Years |
| Portable Extinguishers | PYRO-CHEM Extinguishers including Dry Chemical, CO2, Water, KITCHEN ONE and CLEAN AGENT | 6 Years |
| Portable Extinguishers | RED LINE Cartridge Operated Hand Portables | 12 Years |
| Restaurant Systems | KITCHEN KNIGHT II | 3 Years |
| Restaurant Systems | R-102/PIRAHNA | 5 Years |
| Restaurant Systems | R-102/PIRANHA - Purchased Parts | 1 Year |
| Spill Control Products | SPILL-X - Purchased Products | 1 Year |
| Spill Control Products | SPILL-X Spill Gun Applicator | 5 Years |
| Sprinkler System Components | TYCO FH-1 & FASTFLEX Flexible Hose | 1 Year |
| Sprinkler System Components | G-FIRE | 10 Years |
| Sprinkler System Components | Sprinklers | 10 Years |
| Tyco Corrosion Solutions | NG-1 Nitrogen Generator and Accessories | 1 Year |
| Valves & Accessories | TYCO Branded Valves | 10 Years |
| Vehicle Systems | A-101/LVS and CHECKFIRE - Purchased Products | 1 Year |
| SPECIAL WARRANTY | | |
| Gaseous Suppression Systems | INERGEN Environmental | Click Here |
| Gaseous Suppression Systems | INERGEN Evergreen Discharge | Click Here |
| Gaseous Suppression Systems | SAPPHIRE Environmental | Click Here |