

These Terms and Conditions of Purchase are applicable to all proposals and orders of Intergas Verwarming B.V., and/or its affiliates as specified in the purchase order and/or agreement, and all the agreements Intergas Verwarming B.V. enters into, and further agreements in that connection, (together referred to as "Purchase Order") and are without prejudice to any other rights granted to Intergas Verwarming B.V. under the laws of the Netherlands. In these Terms and Conditions of Purchase, Intergas Verwarming B.V. is referred to as "Buyer", the other contracting party is referred to as "Seller". The term "Products" refers to the products, goods, supplies and/or equipment to be provided to Buyer by Seller as specified on the Purchase Order.

Unless agreed otherwise in writing, all contracts entered into by Buyer shall be for an indefinite period and Buyer and Seller shall at all times be entitled –without judicial intervention being required- to terminate any agreement at its discretion and without the need to give a reason by registered mail by giving the other party notice of its election to terminate the agreement on six (6) months' notice.

1. ACCEPTANCE - ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THE PURCHASE ORDER AND ALL OF ITS TERMS AND CONDITIONS: SIGNING AND RETURNING A COPY OF THE PURCHASE ORDER; DELIVERY OF ANY OF THE GOODS OR PERFORMANCE OF ANY OF THE SERVICES ORDERED; COMMENCEMENT OF PERFORMANCE; OR RETURNING ANY FORM OF ACKNOWLEDGEMENT. ACCEPTANCE OF THE PURCHASE ORDER IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE PURCHASE ORDER CAN ONLY BE ACCEPTED ON THESE TERMS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN SELLER'S ACKNOWLEDGEMENT, GENERAL TERMS AND CONDITIONS OF SALE, INVOICE, ANY PRIOR PROPOSAL OR IN ANY OTHER SELLER DOCUMENT ARE HEREBY REJECTED AND SHALL NOT BE BINDING ON THE BUYER.

The Buyer's Purchase Order and these Terms and Conditions constitute the entire agreement between the Seller and Buyer with respect to its subject matter. Any additional or different terms or conditions by Seller do not operate as a rejection of the Purchase Order (unless such variances are in the terms of the description, specifications, quantity, price or delivery schedule of the Products and/or services), but will be deemed a material alteration thereof, and the Purchase Order shall be deemed accepted by the Seller without any additional or different terms. To the extent of any conflict between these Terms and Conditions and any written supply agreement that has been negotiated and executed by authorized representatives of Buyer and Seller that governs the Products and/or services referenced herein, the relevant terms contained in said supply agreement shall take precedence.

2. PRICES - The prices contained in the Purchase Order shall be considered as maximum prices not subject to upward revision and include all insurance, import fees, customs duties and taxes. If prices are not stated, Seller shall offer its lowest prices, which shall be subject to written acceptance by Buyer. Buyer will pay approved invoices within ninety (90) days after receipt. All invoices will be paid in the currency set forth in the Purchase Order. Seller warrants that the prices charged for the Products and/or services covered by the Purchase Order will be as low as the lowest prices charged by Seller to any other customers purchasing similar products and/or services. Prices of any Products and/or services, delivered or undelivered, under the Purchase Order are not subject to increase by Seller in the event of any governmental action or any cause (even beyond Seller's control) affecting Seller's cost or expenses after the date of the Purchase Order, including but not limited to duties, taxes, other governmental charges, assessments, freight and insurance costs and fluctuations in exchange rates.

3. TAXES - No federal, state or local taxes on the Products and/or services furnished hereunder or on the sale, purchase, transportation, use or possession thereof shall be included in any invoice delivered to Buyer. If Buyer furnishes Seller an exemption certificate, or any similar proof of exemption with respect to any federal, state or local tax included in any such invoice, such invoice shall be adjusted to eliminate such tax.

4. QUANTITY - From time to time, Buyer may provide Seller with volume and/or quantity forecasts or projections for Buyer's Product needs. Seller acknowledges that the projections, unlike a Purchase Order, are for planning purposes only and are not binding on Buyer, unless explicitly agreed upon otherwise in writing, Seller acknowledges and agrees that Buyer makes no representation, warranty or guaranty of any kind or nature whatsoever as to the accuracy of the projections.

5. DELIVERY - Unless otherwise specified in the Purchase Order, Seller shall deliver the Products to Buyer DDP (Incoterms 2020) at the shipping address designated in the Purchase Order, or in a blanket Purchase Order, in scheduling agreements, manifests or other similar releases that are transmitted to Seller from time to time during the term of the Purchase Order, and after consideration by Buyer of agreed upon lead times. If applicable, Seller shall comply with the shipping instructions and delivery schedule for the Purchase Order, including any amendment or supplement to it, specified by Buyer. Buyer shall have the option either to refuse acceptance of any shipment made in advance of the delivery schedule or to accept such shipment but require Seller to defer submission of invoices thereon until such time as the shipment was due to be made in compliance with the delivery schedule set forth in the Purchase Order. Time is of the essence. Deliveries are to be made only in the quantities and at the times specified in the Purchase Order.

6. PACKAGING - Products must be delivered in standard commercial containers acceptable by carrier for safe transportation at the lowest rate at point of delivery. No charges shall be allowed for drayage, blocking or packaging except as otherwise specified herein. Seller shall assume and pay all extra costs and/or expenses accruing on account of improper packaging.

7. MARKING - Packages must be marked with shipper's name and Buyer's purchase order number and must contain two copies of the complete list of Products contained therein. If more than one package is shipped, each one must be numbered. The number of the package must be identified with the contents as shown on the shipping or packaging list. Any extra expense due to dunnage, waiting time, and the like resulting from the lack of the above information shall be deducted from Buyer's payment of Seller's invoices.

8. MODIFICATION - The Purchase Order may not be modified or changed in any manner, except by an instrument in writing signed by an authorized representative of Buyer; provided, however, that Buyer reserves the right to issue written modifications, which the Seller agrees to accept, changing drawings, specifications, sub-suppliers, samples or descriptions of the Product and/or the time or rate of delivery of Products and/or services covered by the Purchase Order. In the event such acceptance by Seller of Buyer's written modification results in an increase or decrease in cost of the Products and/or services remaining to be delivered, Buyer and Seller agree to negotiate an equitable adjustment of the prices specified herein.

## Terms and Conditions of Purchase

9. **WARRANTY** - Seller warrants with respect to Products purchased and sold under the Purchase Order that: (a) it has good title to the Products, (b) the Products are free from liens, security interests and encumbrances of any kind, (c) the Products conform to the specifications, drawings and samples approved by Buyer in connection with the Purchase Order, (d) the Products are fit for the purpose for which Buyer purchased them, (e) the Products are merchantable, (f) the Products are free of defects in design, materials and workmanship and (g) the Products have been manufactured in a good and workmanlike manner using the highest quality material in conformity with the best standard practices. This warranty shall survive any inspection, acceptance or return of any such Products and shall run to Buyer, its successors, assigns, customers and users of its Products. If Products delivered pursuant to the Purchase Order are found within the latest of the following: (i) sixty (60) months after acceptance; (ii) the warranty period provided by applicable law; or (iii) last for a period equal to the warranty period that Buyer offers in connection with the finished good manufactured by Buyer and which it is incorporated into, not to be as warranted, Buyer may, in addition to any other rights Buyer may have, return such Products to Seller, at Seller's expense, for repair, replacement, or refund of price, as Buyer may elect. Any Products repaired or furnished in replacement shall be subject to all the terms and conditions hereof to the same extent as if initially furnished hereunder. Seller further warrants that all services will be performed in a competent and professional manner, in accordance with the highest standards and best practices in the industry, and in accordance with the specifications agreed or approved by Buyer. Any attempt by Seller to limit, disclaim or restrict any such warranties or remedies by acknowledgement or otherwise shall be null, void and ineffective.

10. **INSPECTION OF MATERIAL** - Seller agrees to inspect all Products covered by the Purchase Order and, when requested by Buyer, to include an inspection certificate with each shipment. Acceptance of Products and/or services shall be subject to Buyer's inspection and approval after arrival notwithstanding any prior inspection or payment. Payment for the Products and/or services does not constitute acceptance thereof. Buyer has the right to inspect all Products and services and to reject any or all that are in Buyer's judgment defective or nonconforming. If any Products covered by the Purchase Order are defective or otherwise not in conformity with the requirements of the Purchase Order, Buyer may, by written notice to Seller, elect to: (a) rescind the Purchase Order as to such Products, (b) accept Products at an equitable reduction in price, or (c) reject such Products and require the delivery of replacements. Deliveries of replacements shall be accompanied by a written notice specifying that such Products are replacements. If Seller fails to deliver required replacements promptly, Buyer may (i) purchase from other suppliers, replace or correct such Products and charge Seller all costs and expenses occasioned Buyer thereby, and/or (ii) terminate the Purchase Order for default. No inspection (including source inspection), test, approval (including design approval) or acceptance of Products ordered shall relieve Seller from responsibility for defects or other failures to meet the requirements of the Purchase Order. Buyer reserves the right to use rejected materials, as it believes advisable or necessary to meet its contractual obligations to customers, without waiving any rights against Seller. Rights granted to Buyer herein are in addition to any other rights or remedies provided at law or in equity. Seller agrees to pay Buyer's expenses, including demurrage, handling and storage charges and freight both ways, with respect to non-conforming Products. Upon identification and notification of defective Products or nonconforming shipments, Buyer shall receive full credit either for scrap or return, which credit will include full costs paid to Seller, together with shipping, processing and related costs, if applicable. Within one (1) week of the shipment of the defective good, Seller shall submit to Buyer a written explanation of the root cause and corrective actions implemented to prevent reoccurrence.

11. **DELAYS** - Whenever the timely performance of the Purchase Order may be delayed, or is delayed, Seller shall immediately notify Buyer in writing of all relevant information with respect to such delay. In case of Seller's delays, Seller shall be responsible for expedited shipping at its expense.

12. **TITLE; RISK OF LOSS** - Seller shall bear all risk of loss and damage to Products covered by the Purchase Order until, and title shall pass to Buyer only on Buyer's receipt at the destination specified on the Purchase Order

13. **DESIGN AND INVENTION RIGHTS** - If the Purchase Order has as one of its purposes design, experimental, developmental or research work, Seller agrees to communicate promptly to Buyer full details of any design or invention (whether or not patentable) conceived or first reduced to practice by Seller or any of its employees in connection with the performance of the Purchase Order. Upon Buyer's request, Seller shall for Buyer's exclusive benefit assign or cause to be assigned to Buyer without compensation all right, title and interest of Seller or its employees in and to each such design or invention, and perform or cause to be performed all acts (at Buyer's expense) and execute or cause to be executed all papers that are necessary to vest in Buyer full right, title and interest therein, including the patenting thereof; any and all such rights shall fall within the scope of article 14 hereafter.

14. **CONFIDENTIALITY** - Any specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, plans, know-how, trade secrets, or data, written, oral or otherwise (collectively, the "Information") furnished to Seller, or that Seller is exposed to, under, or in contemplation of, the Purchase Order remain Buyer's property. All copies of such Information, in written, graphic or other tangible form, must be immediately returned to Buyer upon its request. The Information shall be kept confidential by Seller, shall be used only in the fulfillment of the Purchase Order, or in performing Seller's obligations under the Agreement, and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Buyer and Seller in writing.

15. **COMPLIANCE WITH LAWS** - Seller certifies that the Products to be furnished or the services to be rendered hereunder are in compliance with all applicable laws, including rules, regulations, and standards, that relate to the manufacture, labeling, transport, import, and export, including laws relating to environmental matters, hazardous materials, hiring, wages, hours and conditions of employment, discrimination, and occupational health or safety. Seller further certifies that its price to Buyer hereunder is proper under all applicable laws, rules and regulations and is in compliance with any current pricing policy or law directed at controlling or stabilizing prices.

16. **INDEMNIFICATION** - Seller shall defend, indemnify and hold harmless Buyer and Buyer's affiliates, and each of their employees, officers, directors, agents, successors, assigns, customers and end-users of its products, from and against all losses, expenses, damages, costs, liabilities, claims, settlements, awards and judgments based on a claim (a) that any good or service furnished by Seller, as well as any system, device or process incorporating or resulting from the use thereof, constitutes an infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property right; and (b) arising out of, as a result of or in connection with: (i) Seller's acts and omissions in the performance of the Purchase Order, or (ii) any defect in design, materials, workmanship or quality of the Products and/or services, or (iii) Seller's negligence or willful misconduct or (iv)

any breach of any express or implied warranty, or (v) Seller's violation of any federal, state or local law, executive order, rule or regulation, or (vi) to the extent of Seller's responsibility, any recall campaign, service action or other corrective action of the Products, and/or the products sold by Buyer which incorporate the Products. Seller shall maintain commercial general liability insurance (including products liability/completed operations coverage) with adequate limits satisfactory to Buyer and shall maintain proper Workmen's Compensation and Employer's Liability insurance covering all employees engaged in the performance of the Purchase Order, and, upon Buyer's request, shall furnish to Buyer appropriate evidence of such insurance.

17. **LIMITATION** – In no event shall Buyer's aggregate liability for any loss or damage arising out of or in connection with or resulting from the Purchase Order exceed the price allocable to the Products and/or services or unit thereof which gives rise to the claim. Buyer shall not be liable for interest charges or penalties of any description. No lawsuit may be brought against Buyer on account of any breach by Buyer unless the suit is instituted within two (2) years of the date of the breach.

18. **DRAWINGS AND DATA** - Buyer retains all rights in drawings, engineering instructions, specifications and other data furnished to Seller by Buyer, and no such drawings, engineering instructions, specifications, or other data shall be reproduced, stored on any data bearer or incorporated in any data platform or in any way used, in whole or in part, in connection with Products and/or services furnished to others, and must be returned to Buyer immediately upon Buyer's request without Seller retaining any part thereof in whichever form or whichever data-bearer.

19. **PROPRIETARY RIGHTS** - Seller hereby grants to Buyer a perpetual, transferable and royalty-free license to use, sell, offer for sale, import, distribute, advertise, market and promote Products (including through packaging, repackaging, labeling, bundling and documentation) that incorporate in whole or in part the patent, copyright, trademark, trade dress or other intellectual property rights of Seller. Seller hereby assigns to Buyer, and not otherwise to make use of, any invention, improvement or discovery (whether or not patentable), conceived or reduced to practice in the performance of the Agreement by Seller or any employee or contractor of Seller or any other person working under Seller's direction, and such assignment shall be considered as additional consideration for the making of the Purchase Order. Upon request of Buyer or completion of performance of the Purchase Order, Seller shall deliver to Buyer any and all information relating to any such invention, improvement or discovery, and shall cause employees or others subject to Seller's instruction to sign as appropriate all documents necessary to enable Buyer to file applications for patents throughout the world and to obtain title thereto.

20. **MATERIALS AND TOOLS** - If Buyer furnishes to Seller any dies, molds, jigs, tools, test equipment, and the like ("Tooling"), or pays for Tooling, then title thereto shall remain or vest in Buyer, and Seller shall identify, maintain and preserve all Tooling. All Tooling must be repaired, renewed and fully insured by Seller against loss and damage, as directed by Buyer. All Tooling is subject to removal by Buyer at any time upon Buyer's demand.

21. **CANCELLATION** - For Seller's failure to comply with any terms or conditions hereof, Buyer may cancel the Purchase Order, in whole or in part, without further liability to the Seller. Such cancellation, however, shall be without prejudice to any right or claim Buyer may have against Seller under law for breach inducing cancellation or otherwise. Failure of Buyer to insist on strict performance or observance by Seller of the Purchase Order, these Terms and Conditions or Buyer's right in any one or more instances shall not constitute a waiver by Buyer of such performance, conditions or rights either then or for the future. Buyer may cancel the Purchase Order without further cost or liability to Seller in the event that any proceedings are instituted by or against Seller in bankruptcy or insolvency, or in the event of any assignment by Seller for the benefit of creditors. Buyer is moreover entitled to terminate the Purchase Order at any time for convenience, on payment for that portion of the supply which has been performed in accordance with the agreement.

22. **ASSIGNMENT** - Seller shall not, without prior written consent of Buyer, assign or pledge the Purchase Order or any of Seller's right or obligations hereunder. Any assignment or attempted assignment made without such consent shall be void as to Buyer.

23. **GOVERNING LAW; LANGUAGE** – The Purchase Order and all orders or further agreements in connection with the Purchase Order shall be exclusively governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Products shall not be applicable. All disputes, claims or controversies – which shall be deemed to exist if one of the Parties considers this the case - arising out of or relating to this Purchase Order or the breach, termination, enforcement, interpretation or validity thereof ("Dispute" or "Disputes"), shall be resolved in accordance with this Section, which shall be the sole and exclusive procedure for the resolution of all Disputes. The parties shall attempt in good faith to resolve any Dispute promptly by negotiation. If the Dispute has not been resolved within thirty (30) days of a party's request for negotiation, then the parties agree that any civil action to resolve said Dispute shall be exclusively litigated in the Netherlands' Gelderland District Court in Arnhem. The parties expressly consent to, and irrevocably submit to the exclusive jurisdiction and venue of said court and acknowledge that they may be waiving rights they might otherwise have to bring suit in any other venue.

24. **SUPPLIER CODE OF CONDUCT** – Seller shall comply with Buyer's Supplier Code of Conduct, which can be viewed at <http://www.rheem.com/about/legal>, in providing Products and services under the Purchase Order. Any violation of the Supplier Code of Conduct may cause Buyer to cease doing business with Seller.

25. **GENERAL** - The invalidity of any provision contained in the Purchase Order will not affect the validity of any other provision. Buyer's failure to insist on performance of any term or condition or to exercise any right or privilege shall not waive any such term, condition, right or privilege. The Purchase Order may be amended or modified only by a written instrument separately signed by Buyer or Seller. Seller shall not subcontract or assign its rights and obligations under the Purchase Order, in whole or in part, without Buyer's consent. The provisions of Sections 8-9, 12-13, and 15-19 survive termination of the Purchase Order.