

THERMAXX, LLC - GENERAL TERMS AND CONDITIONS FOR SUPPLIERS

1. GENERAL

1.1 These General Purchasing Conditions shall apply to all purchases of Products and Services (as defined below) from the supplier (“**SUPPLIER**”) by Thermaxx, LLC (“**Thermaxx**”), under a specific contract, purchase order or the like (“**Contract**”). These General Purchasing Conditions constitute an integral part of the Contract. Modifications of or deviations from these General Purchasing Conditions must be agreed in writing.

1.2 “**Products**” means production and service parts, components, assemblies and accessories, raw materials, tooling and other products purchased by Thermaxx from SUPPLIER. “**Services**” means design, engineering, assembly, logistic, consulting, contracting of labor and other services provided by SUPPLIER to Thermaxx. What is stated in these General Purchasing Conditions regarding Products shall in relevant parts also apply to Services.

2. FORECASTS AND PURCHASE ORDERS

2.1 Thermaxx may submit forecasts to the SUPPLIER indicating the quantity of the Products that will be required by Thermaxx during a specific period of time. If Thermaxx does not receive a notification from the SUPPLIER within five (5) working days after the receipt of a forecast, the forecast shall be deemed accepted by the SUPPLIER.

2.2 A binding contract for the sale and purchase of the Products shall be considered made upon receipt by the SUPPLIER of each purchase order from Thermaxx, provided that it corresponds with the submitted forecast and the Contract. If this is not the case, a binding contract shall be considered made upon receipt of SUPPLIER’s order confirmation.

2.3 The SUPPLIER shall not be entitled to compensation from Thermaxx for any damages resulting from any differences between the forecast and the actual purchase orders made by Thermaxx.

3. INSPECTION, QUALITY ASSURANCE ETC

3.1 Thermaxx is entitled to inspect the premises where the production of the Products takes place, and thereby perform test and make necessary examinations. Thermaxx shall give SUPPLIER reasonable prior notice of when such inspection will take place. All inspections and test shall be performed in such a manner as not to delay SUPPLIER’s work unduly.

3.2 The SUPPLIER shall comply with the quality assurance processes, systems and standards specified by Thermaxx from time to time, including but

not limited to any required quality control before delivery.

3.3 The SUPPLIER shall on request supply a production or shipping sample to Thermaxx. If Thermaxx has approved a sample for a specific Product, the SUPPLIER may not alter the design or make any other changes to the Product, without the prior written approval of Thermaxx.

3.4 The SUPPLIER shall ensure that the agreed documentation always accompanies the delivered Products.

4. ACCEPTANCE TESTS

4.1 Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours. The tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

4.2 The SUPPLIER shall notify Thermaxx in writing of the acceptance tests in sufficient time to permit Thermaxx to be represented at the tests.

4.3 If the acceptance tests show that the Product has a Defect (as defined in Clause 8.1), the SUPPLIER shall without delay remedy any such Defect at its cost. New tests shall thereafter be carried out at Thermaxx’s request, unless the Defect was insignificant.

4.4 The SUPPLIER shall bear all costs for acceptance tests carried out at the place of manufacture. Thermaxx shall however bear all traveling and living expenses for its representatives in connection with such tests.

4.5 Thermaxx’s attendance at such above tests or inspections under Clause 3 shall in no way release the SUPPLIER from any obligation related to the Contract or relieve any liability and responsibility for any Defects.

5. DELIVERY AND PASSING OF RISK

5.1 Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the contract. If no trade term is specifically agreed, the delivery shall be made Ex Works (EXW) the SUPPLIER’s factory. Partial shipments shall not be permitted unless otherwise agreed.

5.2 The SUPPLIER shall store, pack and mark the Products in accordance with instructions issued by Thermaxx from time to time. The SUPPLIER shall perform anti-corrosion treatment on the Product in accordance with instructions issued by Thermaxx from time to time.

5.3 Title to the Products shall pass from the SUPPLIER to Thermaxx when the risk for the Products passes according to the agreed trade term.

5.4 Thermaxx may request that delivery shall be made to a company other than Thermaxx, such as to a company assembling the Products or to a company holding a warehouse on behalf of Thermaxx.

6. TIME FOR DELIVERY, DELAY

6.1 The Products shall be delivered on the agreed delivery date according to the Contract.

6.2 If the SUPPLIER anticipates that it will not be able to deliver the Product at the time for delivery, SUPPLIER shall forthwith notify Thermaxx thereof in writing, stating the reason and when delivery can be expected. If the SUPPLIER fails to give such notice, Thermaxx shall be entitled to compensation for any additional costs which it incurs and which it could have avoided had it received such notice.

6.3 If delay in delivery is caused by any of the circumstances mentioned in Clause 13 or by an act or omission on the part of Thermaxx, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case.

6.4 If the Product is not delivered at the time for delivery, the SUPPLIER shall pay to Thermaxx liquidated damages at a rate of one (1) per cent of the price for the Products in delay and for Products that cannot be used as intended as a result of the delay, for every commenced week of delay, with a maximum limit of compensation of ten (10) per cent of such price.

6.5 If the delay in delivery is such that Thermaxx is entitled to maximum liquidated damages under Clause 6.4 and if the Products are still not delivered, then Thermaxx may by notice in writing to the SUPPLIER terminate the Contract in respect of such part of the Products as cannot in consequence of the delay be used as intended. If Thermaxx terminates the Contract, Thermaxx shall be entitled to compensation for the direct and indirect losses and damages it has suffered as a result of the SUPPLIER's delay. Thermaxx shall also have the right to terminate the Contract by notice in writing to the SUPPLIER, if it is clear from the circumstances that there will occur a delay in delivery which, under Clause 6.4, would entitle Thermaxx to maximum liquidated damages.

6.6 If Thermaxx fails to accept delivery at the delivery time (except in the situation referred to in Clause 6.6), the SUPPLIER shall arrange for storage of the Product at the risk and expense of Thermaxx. The SUPPLIER shall also, if Thermaxx so requires, insure the Product at Thermaxx's expense.

7. PRICE AND PAYMENT

7.1 The prices for the Products stated in the Contract shall be firm, and no surcharges, premiums or other additional charges of any type shall be added, without Thermaxx's prior written consent. The SUPPLIER

expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices, including any foreign exchange rate changes, increases in raw materials costs, inflation, increases in labor and other manufacturing costs.

7.2 Payments shall be made within 60 days of the date of the invoice. SUPPLIER may not invoice Thermaxx until after delivery of the Products under Clause 5. Payment shall be made in the currency stated in the Contract. If no currency is stated in the Contract, Thermaxx may make payment in USD.

7.3 Thermaxx is entitled to withhold payment of the price in case the SUPPLIER has breached any of its obligations under the Contract.

7.4 Payment will not constitute acceptance of any Defect in Products, nor shall it limit or affect any of Thermaxx's rights.

7.5 Thermaxx will administer on a "Net Settlement Basis" all of the accounts of the SUPPLIER arising from the Contract and all other agreements entered into by SUPPLIER and any companies of the Thermaxx group. Net Settlement Basis means that, unless prohibited by law, Thermaxx may set off and recoup against Thermaxx's accounts payable to the SUPPLIER any amounts for which Thermaxx determines in good faith the SUPPLIER is liable to it under the Contract or other agreements with the SUPPLIER. Thermaxx may do so without notice to the SUPPLIER.

8. WARRANTY AND LIABILITY FOR DEFECTS

8.1 The SUPPLIER warrants that the Products shall be free from defects ("Defect") during the warranty period stated below. A Product shall be considered to have a Defect if it:

(a) in any respect deviates from the drawings, specifications, statements of work, samples and other descriptions, technical specifications and requirements relating to the Products that have been furnished, specified or approved by Thermaxx;

(b) does not comply with all applicable laws, regulations of the countries in which the Products are sold;

(c) is not free from defects in design to the extent furnished by or on behalf of the SUPPLIER, even if the design has been approved by Thermaxx;

(d) is not free from defects in materials and workmanship;

(e) does not conform with any samples approved by Thermaxx or with the adjusted quality required by Thermaxx;

(f) does not conform with the instruction referred to in Clause 5.2; or

- (g) is not suitable or safe for their intended use by Thermaxx, including the specified performance in the component, system and subsystem location specified by Thermaxx and the environment in which the Products are or reasonably may be expected to perform.
- 8.2 Thermaxx shall without undue delay notify the SUPPLIER in writing of any Defect. The notice shall contain a description of the Defect.
- 8.3 The SUPPLIER's liability is limited to Defects which appear within a period of two (2) years from delivery under Clause 5.1. If hidden Defects are discovered in the Product within the above guarantee period, the SUPPLIER shall be liable for Defects of equivalent nature that are discovered after expiry of the guarantee period.
- 8.4 The SUPPLIER's warranty shall not cover defects caused by normal wear and tear, inadequate maintenance or faulty repair after delivery, failure to observe the operating instructions or materials provided, or a design stipulated or specified by Thermaxx.
- 8.5 The SUPPLIER shall remedy any Defect within the time period and at the location specified by Thermaxx, through repair or replacement of the Product or any parts of the Product. The time period specified by Thermaxx shall not be unreasonable in view of the circumstances. The SUPPLIER shall at its own expense arrange for any dismantling and reassembly of equipment other than the Product, to the extent that this is necessary to remedy the Defect.
- 8.6 Thermaxx is permitted to remedy the Defect itself if (a) SUPPLIER has not remedied the Defect in accordance with Clause 8.5, (b) Thermaxx has started to use the Products (including in any pre-assembly processing or fitment); (c) the remedial work cannot be performed without disruption to or delay in Thermaxx's or Thermaxx's customers' operations; or (d) the remedial work would cause Thermaxx to incur additional costs. Thermaxx may remedy the defect by (a) rejecting the Products having a Defect, return them to the SUPPLIER and request redelivery of Products without Defect; or (b) retain the Products and repair them itself or through a third party. The SUPPLIER will bear the risk and expense of the remedial action undertaken by Thermaxx or the SUPPLIER.
- 8.7 Subject to Clause 19.2, the SUPPLIER shall indemnify and hold Thermaxx harmless for all direct, indirect, incidental and consequential damages, losses, costs, and expenses awarded against or incurred or paid by Thermaxx as a result of or in connection with a Defect, even if the Defect has been remedied. These include costs associated with the off lining of vehicles or the Products, interruptions or delays in production, reduced line-speeds, and plant shutdowns.
- 8.8 When a defect in a part of the Product has been remedied, the SUPPLIER shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product. For the remaining parts of the Product the warranty period mentioned in Clause 8.3 shall be extended only by a period equal to the period during which the Product has been out of operation as a result of the Defect.
- 8.9 Unless otherwise agreed, necessary transport of the Product and/or parts thereof to and from the SUPPLIER in connection with the remedying of Defects shall be at the risk and expense of the SUPPLIER.
- 8.10 Defective parts which have been replaced shall be the SUPPLIER's property.
- 9. WARRANTY ON SERVICES**
- 9.1 The SUPPLIER warrants that the Services will be executed using the highest professional standard. The SUPPLIER shall execute due care, sound judgment and good engineering in carrying out its Services. A Service shall be considered defective if it deviates from the above requirements or from the requirements stated in Clause 8.1 (a) and (b).
- 9.2 In case of defective Services, the provisions of Clauses 8.2 to 8.7 shall apply.
- 10. PRODUCT LIABILITY AND INSURANCE**
- 10.1 The SUPPLIER shall compensate Thermaxx for all direct and indirect losses and damages arising out of or relating to a Product having caused personal injury or property damage due to a Defect.
- 10.2 If a claim for damage as described in Clause 10.1 is lodged by a third party against one of the parties, such party shall forthwith inform the other party thereof in writing. The SUPPLIER and Thermaxx shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product.
- 10.3 If there is a risk of a Product causing personal injury or property damage due to a Defect, such that Thermaxx reasonably decides to recall a Product or take any other preventive measure, the SUPPLIER shall compensate Thermaxx for all its losses and costs in conjunction with such recall or measure.
- 10.4 The SUPPLIER shall keep and maintain a product liability insurance, and shall at Thermaxx's request supply Thermaxx with a copy of the insurance certificate.

11. TOOLING

11.1 The SUPPLIER shall comply with the below-stated obligations with regard to tools, jigs, fixtures, moulds and other equipment supplied by Thermaxx or specially manufactured or adapted for manufacture or quality control of Products (“**Tooling**”):

(a) The SUPPLIER shall properly maintain the Tooling, so as to ensure manufacture of Products free of Defects.

(b) Thermaxx shall be entitled to acquire for a reasonable charge and thereafter to freely utilize, such Tooling as is owned by the SUPPLIER, when deliveries of the relevant Product to Thermaxx for serial production shall cease.

(c) The SUPPLIER shall ensure that the Tooling is stored in a safe and adequate manner and that it is insured for an amount equivalent to its replacement cost.

11.2 In addition, the following shall apply to Tooling owned by Thermaxx:

(a) The SUPPLIER shall provide Thermaxx with an acknowledgement of receipt, when the Tooling has been received.

(b) The SUPPLIER shall mark such Tooling in such a way that Thermaxx’s ownership is clearly shown and shall refrain from commingling the Tooling with property owned by the SUPPLIER or a third party.

(c) The SUPPLIER shall inform insurers as to the fact of Thermaxx’s ownership.

(d) The SUPPLIER may not without Thermaxx’s written consent use Tooling for production for its own account or that of any third party.

(e) The SUPPLIER must obtain Thermaxx’s prior consent in writing before moving the Tooling to another location of the SUPPLIER or a third party, except in an emergency situation.

(f) The SUPPLIER shall, when production of the relevant Products has ceased or otherwise at Thermaxx’s request, return the Tooling to Thermaxx at SUPPLIER’s expenses.

12. CONFIDENTIAL INFORMATION

12.1 Neither party may disclose confidential information obtained by the other party before or during the Contract, or use it for any purposes other than the performance of the Contract. The existence and terms of the Contract are confidential. This restriction shall not apply to (i) information which is or comes into the public domain, (ii) information which was known to the receiving party prior to the disclosure; and (iii) information required to be disclosed by applicable law or governmental regulation or by any competent

judicial or administrative body or governmental authority.

12.2 On termination of this Agreement, or at any other time the disclosing party requests, the receiving party shall return or, if the disclosing party requests, destroy all confidential information of the disclosing party without retaining any copies.

12.3 All drawings and technical documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the contract, shall constitute confidential information. Such documents may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

12.4 The receiving party shall be bound by the confidentiality obligations set out in this Clause 12 also after the termination or expiration of any Contract.

13. FORCE MAJEURE

13.1 Either party shall be entitled to suspend performance of its obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any circumstance beyond the control of the parties and that could not be foreseen at the formation of the Contract, such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.

13.2 A party may invoke a Force Majeure event under Clause 13.1 only if it has notified the other party in writing without delay on the intervention and on the cessation of such circumstance.

13.3 Either party shall be entitled to terminate the Contract by notice in writing to the other party if performance of the Contract is suspended under Clause 13.1 for more than six months.

14. PURCHASES FROM SUPPLIERS DIRECTED BY Thermaxx

14.1 Thermaxx may have hired SUPPLIER to assemble components to deliver a functional module or end product to Thermaxx. Thermaxx may in this connection have directed SUPPLIER to purchase components from certain specific suppliers. Such components purchased may only be utilized by SUPPLIER for deliveries of Products to Thermaxx.

14.2 Claims concerning components referred to in Clause 14.1 shall be direct to the supplier and not to Thermaxx. The fact that Thermaxx has directed such supplier to SUPPLIER does not imply that Thermaxx takes any responsibility for such supplier’s fulfillment of its obligations.

15. CODE OF CONDUCT

15.1 The SUPPLIER shall comply with Thermaxx's code of conduct applicable from time to time, as provided by Thermaxx in digital form upon request. Any breach of the code of conduct shall entitle Thermaxx to terminate the Contract with immediate effect under Clause 18.1.

16. SUB-SUPPLIERS

16.1 The SUPPLIER may not appoint sub-contractors for the manufacture of Products, unless the SUPPLIER has first obtained Thermaxx's express approval in writing.

16.2 If Thermaxx has approved that the SUPPLIER has subcontracted certain obligations under a Contract to a certain sub-contractor, the SUPPLIER shall still remain primarily responsible to Thermaxx for the performance of any such obligations. The SUPPLIER shall also ensure that the conditions of Clauses 3, 4, 12 and 15 become a part of its purchase order to sub-suppliers for all goods or services that are used in the Products.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 If Thermaxx's purchase of a Product initiates development or design work, any intellectual property arising from such work shall accrue to Thermaxx.

17.2 Any and all intellectual property rights used or embodied in or in connection with the Products, included but not limited to patents, patent applications, trademarks, know-how and drawings, shall be the sole property of Thermaxx and such intellectual property rights may be used by the SUPPLIER solely for the purpose of fulfilling its obligations according to any Contract.

17.3 Unless otherwise agreed, the SUPPLIER shall not use any corporate name or trademarks belonging to companies within the Thermaxx group of companies. The SUPPLIER may not place its own trademark or trade name on the Products, unless Thermaxx has given its prior written approval.

18. PREMATURE TERMINATION

18.1 Either party is entitled to terminate the Contract with immediate effect and without any liability for compensation due to such termination, if

(a) the other party enters into composition negotiations, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent; or

(b) the other party commits a material breach of its obligations under the Contract (including but not limited to these General Purchasing Conditions); and does not undertake complete rectification within thirty (30) days of receipt of written notice to that effect.

19. LIMITATION OF LIABILITY

19.1 Save as otherwise stated in these General Conditions there shall be no liability for either Party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

19.2 The SUPPLIER's liability for indirect losses under Clause 8 and 10 shall, for each event which caused the loss or damage, be limited to an amount equivalent to 10 % of the purchase value of all Products delivered by the SUPPLIER to Thermaxx during the twelve-month period immediately preceding the event which caused the loss or damage.

20. MISCELLANEOUS

20.1 A party may neither transfer nor assign its rights or obligations under a Contract without the written consent of the other party.

20.2 Each party shall continuously inform the other party on all matters that could be considered to be of importance to the parties' performance under the Contract

21. DISPUTES AND APPLICABLE LAW

21.1 All disputes arising out of or in connection with the contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The language of the arbitration proceedings shall be English.

21.2 The contract shall be construed and enforced in accordance with the substantive laws of the State of CT, without reference to its rules of choice of law. If any provision of this contract is held unlawful, invalid or unenforceable, it shall be deemed stricken from this contract without affecting or impairing the legality, validity or enforceability of the remaining provisions hereof. Any legal action arising from or relating to this contract shall proceed only in the courts of New Haven County, CT, and Agent hereby agrees, upon Company's request, to submit to the jurisdiction of said courts. The parties hereby agree that in any suit, action or proceeding arising out of this Agreement, each party shall bear their own costs and attorney fees in conjunction therewith, including but not limited to fees and disbursements in administrative, regulatory, bankruptcy and appellate proceedings.