

# GENERAL TERMS AND CONDITIONS OF SALE

Version September 2021

## Article 1 DEFINITIONS

- 1.1. "Buyer" means the person, firm, company, corporation, public authority or body to whom the Products and/or Services (as defined below), are sold or provided. The Buyer is irrevocably deemed to be a professional user, acting in course with its professional activities. The Buyer is considered to be in possession of the relevant know-how relating to the Products, Services, and employ staff with the necessary capacity and expertise.
- 1.2. "Data Privacy Laws" means applicable laws and regulations relating to Personal Information protection of any country, state, or municipality with jurisdiction to regulate the activity covered by the agreements between Seller and Buyer.
- 1.3. "Personal Information" means information and data exchanged in connection with agreements between Buyer and Seller that is related to any identified or identifiable natural person or, to the extent of a conflict with applicable law, which is subject to any of the Data Privacy Laws.
- 1.4. "Products" means the hardware and Software products, as described in Seller's order confirmation or packing slip when applicable.
- 1.5. "Seller" means Onity S.L., with its principal place of business at Polígono Lanbarren, C/ Arañaburu 4D / 20180, Oiartzun, Spain or any affiliated company thereof.
- 1.6. "Services" means any services provided by Seller to Buyer as stated in Seller's order confirmation, including without limitation Product development, Product training and Product maintenance services.
- 1.7. "Software" means a machine-readable, object code form only, computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, with the aid of a machine or device, and shall include without limitation any of Seller's proprietary operating software, provided for the ordinary operation of the Products, any optional software to enhance the operation of the Product, as well as any upgrades or revisions of this material Seller provides in fulfillment of a specific written commitment or otherwise.
- 1.8. "User Documentation" means any documentation relating to the Software.

## Article 2 SCOPE

- 2.1. This document defines the general terms and conditions ("Terms") applicable to the provision of Products and Services by Seller.
- 2.2. The Terms are applicable to all offers, order confirmations, supply and deliveries of any Products and/or Services by Seller to Buyer.
- 2.3. The Terms set out the full extent of Seller's obligations and liabilities. Other than as expressly provided in these Terms, all warranties, conditions, representations made by Seller, and all other terms, in each case whether express or implied by law, are excluded to the fullest extent permitted by law.
- 2.4. Failure or delay by Seller to enforce any provision of these terms will not be deemed to be a waiver of any of Seller's rights under these Terms.
- 2.5. Each provision of these Terms is separate and independent. If any provision or part of a provision is found by a court that has appropriate jurisdiction to be illegal, void or otherwise unenforceable, it shall to that extent be deemed not to form part of these Terms but the remainder of that provision and all of the other terms shall not be affected.
- 2.6. Subject to the following, any Products and/or Services Buyer purchases from Seller by electronic, phone, paper or any other form of transmission are sold subject to these terms and conditions.

## Article 3 AGREEMENT

- 3.1. Buyer's placing of a purchase order and Seller's subsequent confirmation of such purchase order constitutes an agreement pursuant to these Terms.
- 3.2. Notwithstanding any inconsistent or additional terms that may be embodied in the Buyer's purchase order, general terms and conditions or other Buyer's document, Seller confirms Buyer's order on the express condition that Buyer agrees to the terms and conditions set forth hereafter as the only terms governing Buyer's order.
- 3.3. Seller is entirely free and independent in performing the agreement. There is no hierarchical relationship between Seller (or employees on which Seller relies for the execution of the agreement) and the Buyer.
- 3.4. Nothing in this agreement shall be construed as a creation of a partnership, joint venture, agency or otherwise between the Parties. Each of the Parties is by itself responsible for the payment of salaries and the related social contributions in so far the employees are subject to a permanent employment agreement.
- 3.5. The Seller's Product and/or Services information (including the Software License as defined in clause 4), price lists and quotations shall not be binding for the Seller, unless explicitly stated otherwise.
- 3.6. Seller may act on behalf of any other Seller's affiliates. If this is the case, such other affiliate shall be mentioned on the order confirmation or invoice, and any reference below to "Seller" shall refer to such other Seller's affiliate.
- 3.7. Putting into operation of the Products, Software and/or Services by Buyer implies the full acceptance thereof.
- 3.8. Seller shall be entitled to freely assign the agreement and/or subcontract any level of performance under these Terms to any of its affiliated companies or third party.

## Article 4 SOFTWARE LICENSE

- 4.1. Nothing herein shall be deemed to create an obligation on the part of Seller to provide any support, upgrades or revisions to any Software other than pursuant to a separate written obligation to do so.
- 4.2. The buyer acquires a temporary, annual, non-exclusive license to use the Software, and related user documentation, delivered by the Seller, whether as part of any Product or separately. The buyer is not granted a license to use any other Software or documentation. The license is paid by an initial payment and is renewed annually ("Annual Renewal"). Once the period of one year is ended, the Software will be deactivated due to the non-payment of the "Annual Renewal" rate, which will grant the user a license to use the Software for one more year. This limited non-exclusive license allows Buyer to: 1) use the Software and user documentation for its internal business purposes and only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with Products supplied by Seller and 2) make one copy of the Software in machine-readable form solely for backup purposes, provided that Buyer must reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy.
- 4.3. Buyer must obtain a supplementary license from Seller (which Seller may or may not grant in its sole discretion) before using the Software in connection with any other equipment or for any other purpose. Buyer shall have no other rights under this limited non-exclusive license. Buyer may not distribute copies of the Software or User Documentation to others or electronically transfer the Software from one computer to another over a network.
- 4.4. The Software contains know-how of Seller. In order to protect such know-how, Buyer may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human perceivable form. If Buyer wishes to obtain interoperability information as meant in the European Software Directive, Buyer shall grant Seller a reasonable opportunity to provide such interoperability information on reasonable terms to be determined by Seller. Buyer may not, nor shall permit any third party to, modify, adapt, translate, rent, lease, loan, resell for profit or other purpose, distribute, network, or create derivative works based upon the Software or any part thereof. All Software and user documentation is protected by the copyright laws, works of authorship, and US and European patents and by applicable international treaties. No license under such rights is transferred to Buyer, except as specifically provided above.
- 4.5. All Software provided by Seller remains Seller's property. If Buyer receives any Software that renders other Software that Buyer then has redundant, Buyer must return the redundant Software to Seller.
- 4.6. If and to the extent that Seller should provide Buyer with third party soft- and/or hardware, the general software terms and conditions of that third party will apply in full and will be an integral part of these Terms. Buyer accepts the terms and conditions of that third party and acknowledges having taken note of them. With regards to the soft- and/or hardware, Buyer cannot receive more rights than those provided by the general software terms and conditions of the third party. In case of conflicting provisions, the general software terms and conditions of the third party shall prevail over all other terms and conditions.

## Article 5 LIMITED WARRANTY OF LICENSED SOFTWARE

- 5.1. With regard to Software, whether included in a product furnished or separately, Seller warrants that such Software will, at the time of delivery, conform substantially to Seller's User Documentation, when operated properly and in the manner specified in the User Documentation.
- 5.2. Seller will present reasonable efforts to fix possible errors which occurred in the Software within 3 months after delivery (or if the Parties have agreed on an acceptance test: within 3 months after acceptance) within a reasonable period of time, be it under the condition that Seller has been given a detailed and written report which describes the errors. Seller will fix these errors for free unless the Software is not developed at a fixed price, in which case Seller will charge its usual rates. Seller can also charge its usual rates if the errors result from misuse or improper use by the Buyer or if the cause of the error cannot be attributed to Seller or if the errors could have been discovered while executing the agreed acceptance test. The obligation to fix errors expires if the Buyer makes changes or entrusts others to make changes to the Software without written consent of the Seller.
- 5.3. This limited warranty is given only to the original purchaser and does not extend to any subsequent purchaser or transferee of Seller's Products, Software and/or (development) Services. The original purchaser is not entitled to extend or transfer this warranty to any other party. To the fullest extent permissible by law, this warranty is in lieu of all other warranties, conditions, representations or other terms, whether written or oral, including any warranty of merchantability or fitness for a particular purpose.

## Article 6 DELIVERY

- 6.1. Seller will make every reasonable commercial effort to deliver Products, Services and/or Software on the agreed delivery date.
- 6.2. Any delivery dates Seller quotes or which are set out in Seller's order confirmation or acceptance, are estimates only and are not legally binding. Seller cannot guarantee the delivery of a Product, Software and/or (development) Services on a specific date unless otherwise and explicitly agreed in writing. Delivery may be made in instalments. Delivery time may be extended if and for so long as the Buyer is delayed in the performance of any obligation to Seller.
- 6.3. Unless otherwise agreed in writing, the Products will be delivered by Seller on FCA Origin basis (Incoterms 2020).
- 6.4. The Products and Services shall be developed and/or delivered by Seller 'as is', this means that the Buyer accepts the Products and Services in the condition as it is at the time of delivery, with all visible and invisible faults and defects.

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## Article 7 PAYMENT TERMS

- 7.1. Products and Services prices are exclusive of VAT and in EURO, determined by the confirmation sent by Seller and unless otherwise stated.
- 7.2. Seller's standard payment terms are 100% advance payment, unless otherwise expressly agreed upon in writing. Buyer shall make such advance payment upon issuance by Seller of the pro-forma invoice or the order confirmation.
- 7.3. If Buyer is to arrange export shipment for Products, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or other evidence of (full) tax or duty exemption acceptable to the relevant taxing or custom authorities, failing which, the amount of any taxes or duties payable by Seller in connection with the sale of Product(s) shall be promptly paid by Buyer to Seller upon submission of Seller's invoice.
- 7.4. Buyer shall not be entitled to make any deduction from payments due to Seller on account of any alleged set-off or counterclaim. Seller has at all times the right to claim full or partial advance payment and/or otherwise claim security for payment, in case of doubts that arise regarding the solvency of the Buyer, including but not limited to bankruptcy actions against the Buyer, late payments of invoices or any other similar demonstrable event. Should Buyer fail to pay Seller in a timely manner, Buyer agrees to reimburse Seller for Seller's costs of collecting the amounts due and to pay Seller interest on any late payment at a rate equal to the European Central Bank refinancing rate, increased by 8 points, until actual payment is made. By the mere fact of non-payment or late payment Buyer is in default without notice. Seller may, suspend or cancel delivery of any order, service or instalment in the event that Buyer exceeds its credit limit with the Seller and/or has any outstanding overdue payments.

## Article 8 SALE OF PRODUCTS AND SERVICES

- 8.1. Products and Services sold by Seller to Buyer conform to the specifications as set forth in the applicable manual(s) (the "Limited Warranty") and/or purchase order. All Products warranty related terms are set forth in Seller's Return and Warranty Policy ("RMA"), which constitutes an integral part of these Terms and is [available on: http://prod.onity.com/en-EMEA/Documents/Onity\\_RMA\\_Policy.pdf](http://prod.onity.com/en-EMEA/Documents/Onity_RMA_Policy.pdf)
- 8.2. The quantity recorded on Seller's packing slip and/or Seller's order confirmation shall be deemed accepted by both Parties as correct, unless objected to in writing by Buyer within five working days from delivery.
- 8.3. Buyer will inspect all Products and Services Buyer receives for damage, defect or shortage promptly after Buyer receives them, and will give Seller written notice within five working days from delivery of any non-conformity, damage, defect or shortage that Buyer finds or would reasonably be expected to find. Failure to provide such notice to Seller within five working days from delivery shall be deemed as an irrevocable acceptance of Products and Services.
- 8.4. Buyer must give Seller written notice of any defect within the Limited Warranty period. Unless otherwise agreed between Seller and Buyer, the Limited Warranty period starts from the date of production and lasts for the warranty period applicable to the relevant Product as per the Limited Warranty. If any Products or Services do not conform with the Limited Warranty or are otherwise defective, Seller may at its option, either repair the Products, replace the Products with same or compatible new or repaired Products, perform new Services or refund the purchase price. This is Buyer's exclusive remedy for breach of Limited Warranty.
- 8.5. Seller shall retain title to the Products invoiced to Buyer until (i) Seller has received full payment for all Products and Services and (ii) Seller has received payment of all other sums which are or which become due to Seller from Buyer on any account. Until such time as title in the Products passes to Buyer, if Buyer resells the Products, or any goods manufactured out of Products sold by Seller, Buyer assigns to Seller all proceeds from their sale up to the amounts owing to the Seller and Buyer shall hold such amounts separately on trust for Seller. For the avoidance of doubt, Intellectual Property Rights in Products and Services shall not be transferred to Buyer and Seller retains title therein.
- 8.6. Buyer should not return Products until Seller agrees that Buyer may do so. Product that is returned without authorization - as set out in Buyer's RMA- will not be repaired or replaced and will be returned to the sender upon Buyer's expense.
- 8.7. The warranty does not cover, and Seller does not warrant, batteries of any type used or GPRS connections in connection with the Products furnished.

Seller does not warrant that the Products or Services made available to the Buyer will be suitable for the actual and/or intended use by the Buyer. Seller does also not warrant that the Product will operate without interruption, errors or defects or that all the errors and defects will be corrected. Seller will not be responsible for labor costs of removal or reinstallation of Products. Any Product that is repaired or replaced shall be warranted under the terms of the Limited Warranty for either (i) the remaining term of the warranty for the original Product or (ii) for 90 days, whichever is longer. Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any Products and Services supplied by Seller,

Product Warnings and Disclaimers: THESE PRODUCTS ARE INTENDED FOR SALE TO AND INSTALLATION BY QUALIFIED PROFESSIONALS. CARRIER FIRE & SECURITY CANNOT PROVIDE ANY ASSURANCE THAT ANY PERSON OR ENTITY BUYING ITS PRODUCTS, INCLUDING ANY "AUTHORIZED DEALER" OR "AUTHORIZED RESELLER", IS PROPERLY TRAINED OR EXPERIENCED TO CORRECTLY INSTALL FIRE AND SECURITY RELATED PRODUCTS. For more information on warranty disclaimers and product safety information, please check: [http://prod.onity.com/en-EMEA/Documents/Onity\\_Product\\_Warnings\\_and\\_Disclaimers.pdf](http://prod.onity.com/en-EMEA/Documents/Onity_Product_Warnings_and_Disclaimers.pdf)

Any advice or information given in relation to the proper usage, installation and/or commissioning of the Products in the context of the sale thereof or as part of training, maintenance or other support services related thereto ("Information") is given on an "as is" basis. No warranty or representation is given by Seller as to the

suitability for the actual and/or intended use by the Buyer of any Information thus given. To the fullest extent permitted by applicable laws, Seller disclaims any and all liability with regard to the Information. For more information on warranty disclaimers and product safety information, please check:

[http://prod.onity.com/en-EMEA/Documents/Onity\\_Product\\_Warnings\\_and\\_Disclaimers.pdf](http://prod.onity.com/en-EMEA/Documents/Onity_Product_Warnings_and_Disclaimers.pdf)

## Article 9 TERMS OF ELECTRONIC COMMERCE

- 9.1. Seller may offer Products and/or Services for sale using the Internet, e-mail or other computer-based electronic communications methods. All sales of Products and/or Services made using any such method will be governed by these Terms, the terms of the governing sales agreement, and by any additional terms set out or referenced in Seller's Internet site or electronic communications.
- 9.2. In the event of any conflict between any provisions in the governing sales agreement or such additional terms and these terms and conditions, the provisions in the governing sales agreement or such additional terms shall prevail.
- 9.3. Buyer is solely responsible for ensuring the security and integrity of its ordering process.
- 9.4. Any information provided by Seller via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Seller's Products and/or Services. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and shall not seek to assert such information against Seller for any other purpose.
- 9.5. Buyer specifically agrees that Seller may issue electronic order acceptances or confirmations and electronic invoices for any purchases of Products and/or Services made using the Internet, e-mail or any other computer-based electronic communications method, and agrees to honour such order acceptances or confirmations and invoices as if they had been delivered in writing.

## Article 10 LIABILITY

- 10.1. Seller will not in any circumstance be liable for any loss or damage whatsoever due to delay in delivery (including pursuant to instalments) however occasioned unless the same was attributable to Seller's gross negligence or willful misconduct.
- 10.2. Seller will not be liable for any indirect and/or consequential damages, including, but not limited to, loss of profits, income and revenue, financial or commercial losses, the increase in general costs, disturbance of the planning, loss of anticipated profits, loss of capital, loss of customers, lost opportunities, loss of data, loss of benefits, damage to and loss of files, cost of any substitute for the Products Buyer bought, claims of third parties, death or injury to person or property.
- 10.3. Seller shall not be liable for any damage, injury, contamination or loss resulting in connection with breach by Buyer of its obligations under article 19 and Buyer shall indemnify and hold Seller, its employees, suppliers and subcontractors harmless against all claims, costs, loss or damages in connection with such breach.
- 10.4. In any event the maximum extent of overall Seller's liability howsoever arising, shall never exceed the net purchase price of the Products and Services in respect to which the claim is made which Buyer actually paid to Seller. In the event of Services performed over a period exceeding 12 months, Seller's aggregate liability at any time shall be limited to the amount invoiced for such Services over the last 12 months.
- 10.5. Nothing in these Terms is intended or shall be construed as excluding or limiting Seller's liability for (i) damage ensuing from gross negligence or willful misconduct by Seller (not including employees, subcontractors or agents) or its executive management; or (ii) any other liability that cannot be excluded or limited under applicable law.

## Article 11 BUYER'S RESPONSIBILITIES

- 11.1. Buyer is responsible for the design, configuration, integration, testing and labelling of any system of its own making for which Buyer would use Products bought from Seller. Buyer will not rely on anything on Seller's web site or any statement by Seller about the suitability of Products and Services for a particular purpose.
- 11.2. Buyer is responsible for testing and investigating Products and Services sold by Seller enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller based on Seller's technical advice, statements, data, services or recommendations.

## Article 12 FORCE MAJEURE

- 12.1. Seller is not responsible for conditions or applications over which Seller has no control. Defects or problems as a result of such conditions or applications are not the responsibility of Seller. Such conditions include normal wear and tear, catastrophe, fault or negligence of the user or a party other than Seller, improper installation, application, storage, maintenance or use of the products, or other causes external to Products, or failure to conform to any applicable recommendations of Seller.
- 12.2. Seller is entitled to invoke force majeure under the conditions defined in these Terms; if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including extreme weather conditions including but not limited to flooding, prolonged frost, fires and storms, any other natural catastrophe, warfare and acts of war, fire, civil unrest, riots, government commission, actions by military, law enforcement or civil authorities, site or building blockades, transport interruptions, strikes and labor conflicts (including Seller's employees embargoes, power blackouts, explosions, cable cuts, specific work interruptions or work-to-rule slowdowns and lockout, machine breakdown or delay in the provision to Seller of parts, good or services ordered from third parties.

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12.3. In the event of force majeure on the part of Seller, Seller shall not be liable and its obligations are suspended. If the force majeure lasts longer than 60 days, both Seller and Buyer are authorized to rescind the agreement by a written declaration.

## Article 13 INTELLECTUAL PROPERTY INFRINGEMENTS

13.1. If notified promptly in writing by Buyer and given authority, information and assistance at the Buyer's expense and contingent upon Buyer not taking any position adverse to Seller in any way whatsoever, Seller shall indemnify the Buyer in relation to or may settle at its expense, any suit or proceeding against Buyer so far as based on a valid claim for infringement related to any intellectual right on the Products and Services furnished hereunder which would result in damages and costs awarded therein against Buyer due to such infringement, provided that Seller has sole control of the proceedings. In case any Products and Services or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said Products and Services or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said Products and Services or part, or replace same with a non-infringing Products and Services or part, or modify same so it becomes non-infringing, or remove the Products and Services and refund to Buyer the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer.

13.2. The foregoing states the entire liability of Seller for intellectual property infringement by the Products and Services or any part thereof and is subject to Buyer promptly informing Seller of any claim and allowing Seller full conduct of the claim.

13.3. This does not apply to infringements attributable to changes made to the Products, Software and/or services by persons other than Seller, any Products and Services or part specified by Buyer or manufactured to Buyer's design, or to the use of any Products and Services furnished hereunder in conjunction with any other Products and Services in a combination not furnished by Seller as a part of this transaction, or in case of use of any Products and Services furnished hereunder that is in breach of these Terms. As to any such Products and Services or part, or use in such combination, Seller assumes no liability whatsoever for intellectual property infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

## Article 14 TERMINATION FOR DEFAULT

If Buyer does not fulfil one or more of its obligations in these Terms, does not fulfil them timely or adequately, is declared bankrupt, requests (temporary) moratorium, is insolvent or is unable to pay its debts, or takes any steps or any other person takes such steps towards the liquidation of Buyer's business, or if Buyer undergoes any event that is analogous to any of the aforementioned in any jurisdiction, Seller has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice or default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to amounts due to Seller, compensation for costs, damage and interest. In these cases all of Seller's claims on Buyer are immediately and totally due. Buyer is authorized to rescind the agreement only in the events referred to in these Terms, and then only after payment to Seller of all amounts owed to Seller at that time, whether due or not.

## Article 15 RIGHTS AND OBLIGATIONS OF THE SELLER

15.1. Seller shall have the right to access any premises where the Products and Services are stored to inspect or recover such Products, Software and/or developments if Buyer is in breach of any of these Terms.

15.2. Products and Services sold by Seller to Buyer conform to the specifications as set forth in the applicable manual(s) and purchase order.

## Article 16 PERSONAL INFORMATION PROTECTION AND PRIVACY CONFIDENTIALITY

16.1. Both parties agree that in the execution and the administration of the Agreement, Personal Information of either Party will be processed for invoicing and contract management purposes, in accordance with the Data Protection Laws. If a Party provides the other party with any Personal Information, it will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose personal information it has provided to the other, if needed.

16.2. Seller has a General Privacy Notice that covers Personal Information that it collects and processes for such purposes.

## Article 17 CONFIDENTIALITY

17.1. The Parties could gain access to each other's confidential information. Confidential information is limited to information, which is clearly marked as confidential or marked otherwise to indicate the confidential nature thereof. Confidential information shall not include information which (i) is part or shall be part of the public domain without the intervention of the receiving Party; (ii) at the time of its release was already lawfully obtained by the receiving Party and that was not direct or indirect obtained from the Party who released the information; or (iii) was obtained in a lawful manner by the receiving Party from a third party without the release of this information being subject to restrictions; (iv) was developed independently by the receiving Party; or (v) is legally released.

17.2. The Parties agree to treat each other's confidential information as such for the duration of the commercial relationship, as well as for the period of 5 years after the termination of the commercial relationship or after the execution of the latest purchase order. Without the prior written consent of Seller, Buyer will not make public or authorize to make public any aspect of its relationship with Seller, nor use any of Seller's trade names or trade marks or any other intellectual property right of Seller on its own website, commercial publications or otherwise, nor publicly advertise Seller's Products or Services in a manner that suggests that Buyer is authorized to represent Seller.

## Article 18 ANTI MONEY LAUNDERING

Seller is firmly committed to avoid any involvement with money laundering, to comply fully with all applicable anti money laundering, currency reporting and record keeping requirements and to take affirmative steps to prevent, detect and report to appropriate authorities suspected violations.

## Article 19 REGULATORY APPROVAL COMPLIANCE

Seller will give Buyer, if possible, approval certifications on request and Buyer will provide these to all those required by law to receive them. Buyer agrees to dispose of Products and Services and/or disposable packaging as required by any applicable disposal or recycling laws.

## Article 20 EXPORT CONTROL COMPLIANCE

Buyer agrees to conduct its activities with respect to Products (to including technical data, engineering information, and software) and Services in compliance with applicable export controls and trade and economic sanctions laws and regulations, including those of the United States, the European Union and its Member States, and the governments with jurisdiction over Buyer's activities (collectively, "Trade Controls"). Buyer shall not directly or knowingly indirectly export, reexport, or transfer any Products or provide any Services: (1) to countries or territories precluded from receiving such items under Trade Controls (presently, Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine); (2) parties precluded from receiving such items under Trade Controls, including parties designated on the U.S. Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; (3) for unauthorized end-uses, to include nuclear, chemical, or biological weapons or ballistic missiles-related activities; or (4) otherwise in violation of Trade Controls. To ensure compliance, Buyer will conduct reasonable due diligence to verify its customers' and/or end-users' identity and location, and confirm the intended end-use of Seller Products.

## Article 21 CODE OF ETHICS

The Buyer hereby acknowledges having read and understood the Carrier's Code of Ethics available on: [https://www.corporate.carrier.com/Images/Carrier\\_Code\\_of\\_Ethics\\_03242020\\_tcm558-76502.pdf](https://www.corporate.carrier.com/Images/Carrier_Code_of_Ethics_03242020_tcm558-76502.pdf).

The Buyer undertakes to comply with these and comply with any amendment and any other or new integrity policy or Carrier Code of Ethics in the performance of its obligations hereunder as well as in its relations with any third parties or under any agreement.

## Article 22 NUCLEAR USE

22.1. Notwithstanding Article 21.2, Products and Services sold hereunder are not intended for application (and shall not be used) in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. The Buyer warrants that it shall not use such Products or Services for such purposes, or permit others to use such Products or services for such purposes, unless such use is agreed to in writing by a representative of Seller specifically authorized to enter into such agreement. If, in breach of the foregoing, any such use occurs, Seller disclaims all liability for any nuclear or other damage, injury or contamination, and the Buyer shall indemnify Seller against any such liability. In no event shall Seller be liable for any such damages occurred as a result of Buyer's breach of the foregoing provisions.

22.2. In the event that Seller has authorized the sale, installation or use of Products or Services for nuclear use, neither Seller, nor its subcontractors, suppliers or employees will be liable for any loss of, damage to, or loss of use of any property, including the Buyer's or end user's property, or for any such loss, damage, loss of use, injury or illness which arises out of or results from a nuclear incident or a precautionary evacuation in anticipation of such incident (whether or not such incident occurs) or for damages caused by reason of unavailability of plant, plant outage, plant shutdowns or service interruptions, loss of use of equipment or power systems, loss of profits or revenues, cost of purchased or replacement power, cost of capital, claims of customers of Buyer or from any nuclear risk or hazard. The Buyer waives and will require its insurers to waive all rights of recovery against Seller and its subcontractors, suppliers and employees on account of such loss, damage, loss of use, injury or illness. The Buyer shall be responsible for, and shall indemnify and hold harmless Seller and its subcontractors, suppliers and employees (including with respect to attorney's fees, investigative costs, and other defense expenses) from all claims by any third party resulting from any cause including the negligence of Seller, its subcontractors, suppliers and employees and which arise out of any nuclear incident, precautionary evacuation in anticipation thereof, or any on-site property damage at the end use location.

## Article 23 SELLER'S INTELLECTUAL PROPERTY RIGHTS. PUBLICITY.

Buyer shall not use the trademark(s), logos or other intellectual property rights of the other party in any way without prior written consent of the Seller. Publicity: Buyer not issue any communication (public reference, press release or announcement in relation to Seller or any of its affiliates without the prior written approval of the Seller.

Notwithstanding having obtained prior written consent as per above, the Buyer shall in any event ensure that all use of the Seller's trademark(s), trade name(s), logo's or other intellectual property rights, including but not limited to any and all promotional or other Product related material, shall comply with Seller's *trademark guidelines for authorized third parties* as made available to Buyer on Seller's Sales Partner Portal

<https://marketing.firesecurityproducts.com/HQ/DOCUMENTS/Trademark%20Guidelines%20for%20Authorized%20Third-Parties%2012-2020.pdf>

as amended from time to time.

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Buyer hereby agrees that he shall not, at any time, make, directly or indirectly, any oral or written statement that defame the Seller, the Products and Services it offers or any of its affiliates, successors and assigns any of its present or former officers, directors, agents or employees.

### Article 24 JURISDICTION - LANGUAGE

These Terms shall be governed by the law of Spain. The court of San Sebastian, Spain shall have exclusive jurisdiction in connection with any matter arising out of or in connection with these terms. The United Nations Convention on the International Sale of Goods will not apply.