

GENERAL TERMS OF SALE AND, WHEN ORDERED, SALES RELATED SERVICE

CO2OLTEC COMMERCIAL REFRIGERATION B.V.

Nevelgaarde 50, 3436 ZZ Nieuwegein

ID No.: 11026099 , VAT ID No.: NL001620733B01

I. DEFINITIONS

These general terms of sale and sales related service when services have been ordered by Buyer (“**GTS**”) shall apply exclusively to entrepreneurs and legal entities under public law.

In these GTS:

“**Buyer**” refers to any person acting for purposes within his trade, business or profession and therefore qualifying as business party with which Seller is entering into a Contract of Sale and/or Service.

“**Contract**” or “**Agreement**” refers to an Order confirmed by Seller.

“**Products**” refer to any products including cabinets, equipment or any other component for a refrigeration installation as further described in the Contract.

“**Order**” or “**Purchase Order**” refers to the document that details the commercial terms such as price, quantity and Product.

“**Sale**” refers to the sale of Products.

“**Seller**” refers to : CO2OLTEC COMMERCIAL REFRIGERATION B.V..

“**Service**” refers to any transportation or installation services or performances to start up the Products, sold by Seller to Buyer.

II. APPLICABILITY

All Sales and Sales related Services by Seller to Buyer hereunder will be subject to these GTS. Buyer shall pay Seller in accordance with the prices and payment terms set forth in such order acceptance. These GTS void and supersede any terms of Sale and Service previously issued and distributed by Seller or by any other legal entity to which Seller has succeeded whether by means of a merger, a transfer of entire assets and liabilities, or otherwise. Any general conditions or other terms proposed by the Buyer which add to, or conflict with, these GTS shall not be applicable. The terms of these GTS shall constitute the complete and exclusive statement of the general terms and conditions of contract between the parties and the provisions of these GTS may be modified, annulled, altered, replaced or superseded by written instrument executed by the authorized representatives of both parties or by unilateral change of these GTS by Seller. Seller shall inform the Buyer about the performed changes of these GTS and when the change of the GTS shall enter into force, which will be at least 30 days. After such notification the Buyer may terminate the Contract before the change of these GTS will be effective.

III. ORDERS

1. The Sales and Services of the Products are based on Orders. The Order has to be submitted to Seller in a form and with content agreed between the Parties to consider it as an official Purchase Order. With regard to Sales, the following data are essential to be printed in a Purchase Order: (i) the word ‘Purchase Order’ or the equivalent word in the respective official language of the Seller entities country receiving the Order, (ii) Buyer’s name and address, (iii) Buyer’s VAT number (EU countries) and or Company registration number (Non-EU countries), (iv) denomination of the ordered Product, (v) ordered quantity, (vi) agreed delivery terms if other than EXW (Incoterms

2020), (vii) required delivery address should such be proposed, (viii) name and address of the Seller.

2. By placing the Order, the Buyer acknowledges that the Seller has provided the necessary information to assess the suitability of the Products, and to take the precautionary steps in order to limit the causes and effects of a malfunction of the Products or a poorly rendered Service.
3. Orders only become binding when confirmed by Seller. Confirmations of Orders will be provided to Buyer in 5 working days from their receipt. The Buyer's request is deemed to represent an Order only after all commercial and technical specifications relating to the request are agreed and factory solution is confirmed by Seller to the Buyer.

IV. AMENDMENT AND TERMINATION OF THE CONTRACT AND REFUSE OF THE ORDER

1. In addition to its other rights hereunder, the Seller reserves the right to withdraw from any Contract, agreement or any part thereof without further cost or liability to the Buyer, if the Buyer breaches any of the provisions of these GTS or any provisions of the Contract. The Seller may withhold delivery / hand over of any Products without paying any consideration, if the Buyer becomes insolvent or the subject of any proceeding under insolvency or bankruptcy law, until the Buyer will provide the payment in full amount. The Seller further reserves the right to withdraw from any Contract or any part thereof for the sole convenience of the Seller. If a withdrawal for convenience is invoked, all reasonable costs incurred by the Buyer up to the date of the withdrawal will be reimbursed, provided the Buyer establishes an entitlement thereto.
2. The Buyer may propose to amend or modify the Contract after its Confirmation by the Seller, with the condition that Buyer shall pay additional compensation to the Seller for the change order. The change order process includes: any extra work asked by the Buyer shall be subject to a change order quote from the Seller. The Buyer must approve the change order and send a purchase order accordingly before asking for the execution of the extra work. The Buyer agrees that the Seller cannot start the execution of any change order without a purchase order from the Buyer and the Seller is not subject to any liability if the Buyer does not place the order. A fee of 3% of the Order amount shall be due to Seller in case Buyer requests (i) additional documents that were not requested in the original Order, or (ii) a change of requested documents or the Seller's effort to change the specification of the Product after Order confirmation. Such request for amendment or modification shall be received by the Seller at least two weeks before the scheduled delivery date at latest. After such date, the Buyer is not entitled to propose to amend or modify the Order.
3. At least two weeks before the scheduled delivery time the Buyer may have the option to terminate the Order after its confirmation by the Seller with the condition that it shall pay a compensation to the Seller which equals 50 % of the net purchase price of the Order, provided Seller's prior approval has been obtained by the Buyer. After such date or to the extent that the Products have been produced already, the Buyer may still propose to terminate the Order but shall pay compensation in the amount of the Order's whole net purchase price. The payment of the compensation does not affect Seller's right for damages which can be claimed in full amount, i.e. the unavoidable costs for already arranged shipping or installation.
4. Seller reserves the right to refuse any change to an Order which is deemed to be unsafe, technically inadvisable, contrary to applicable rules or standards, good practice or quality standards or incompatible with the Seller's design or manufacturing capabilities.

V. DELIVERY / ACCEPTANCE

1. The Seller will do its commercially reasonable efforts that the Product will be ready for delivery within the period provided in the order confirmation. Unless specifically agreed in writing, shipment dates quoted are estimates, and Seller does not guarantee a particular date for shipment or delivery of the goods. Seller shall not be deemed to be in default, nor shall Seller be liable for any losses, damages, or penalties occasioned by late performance, nor for any deviations in performance due to or on account of delays in the delivery of the goods or in the performance of any other act to be performed by the Seller under this order due to any cause to the extent it is beyond Seller's reasonable control and not occasioned by Seller's fault or negligence. Reasons for delay includes but is not limited to supplier delays, strikes, lock-outs, industrial disputes, fire,

flood, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, pandemic, epidemic, legislation, regulation, order or other act of any government or governmental agency. In case of such delay, deliveries shall be resumed when delays have ceased to exist.

2. If not agreed otherwise, the Buyer shall collect on its own costs all ordered Products within 2 weeks after the Buyer has been notified in accordance with Incoterms 2020. After the 2 weeks period, the Seller is entitled to charge a storage fee of net €5/day/Product until the collection takes place.
3. If the parties have agreed that the delivery of the Products to their final location on the customer site shall be within the scope of the Order, the Buyer must provide sufficient space to operate a forklift and an adequately flat and load bearing pathway from the designated truck unloading position to the installation location. In case of any doubt the Buyer has the obligation to get all necessary approvals (i.e. for the static of the building) in order to bring-in and install the components and to put the system into operation. The Buyer must also ensure that the openings and pathways are sufficiently large to allow the transport from the truck to the site with a forklift. The Seller shall have the right to invoice any costs caused by a non-adequate site environment, i.e. waiting time, additional equipment and modifications to the site. In addition, if the Seller is exposed to any further costs not within the scope of the Order, including but not limited to logistics, warehousing, administrative, delays, and site costs, the Seller will be entitled to recharge those costs to the Buyer.
4. If the parties agree that the installation of Products at the final location shall be part of the Agreement, the acceptance of these Services shall take place one week after the notice of completion by the Seller to the Buyer at the latest. The outstanding finalization of any third-party construction shall not hinder the acceptance of the Seller's performances, unless such third-party construction is necessary to simulate the operation of the installation delivered by Seller. However, any transport damages or damages to the surface of the Product must be reported immediately by the Buyer to the Seller.
5. The Buyer ensures that the Products are collected correctly and on time and/or that all installations and/or works necessary for the Seller to install the Products are carried out correctly and on time. All costs resulting from the Buyer's failure to comply with this article shall be borne by the Buyer.

VI. TRANSFER OF RISK

1. Unless agreed otherwise, risk, i.e. of theft, loss or deterioration of the Products shall pass to Buyer ex works upon Seller's notice to Buyer to collect the Products at Seller's facility.
2. If the transport is included in the performance scope of the Seller such risk of loss to any of the Products shall pass to Buyer upon Seller's offering of the Products loaded on the truck. If the transport and transfer of the Products to the designated specific location on the site is included in the performance scope of the Seller, such risk of loss to any of the Products shall pass to Buyer upon Seller's transport to such designated specific location on the site. If Buyer fails to reject any Products in writing, within 5 days of its receipt of those Products, Buyer shall be irrevocably deemed to have inspected and received the Products without complaint. If the transport and installation is included in the performance scope of Seller, such risk shall pass to Buyer upon the earliest event of the following: (i) acceptance by Buyer, (ii) if Seller has given the Buyer an adequate notice period to accept and the installation is deemed to be accepted, (iii) or if the Buyer is operating the installation. Seller shall have the right to ship any portion of the Products included in this Agreement as a partial shipment.
3. Buyer shall cover the insurance for theft, loss or deterioration of the Products, if Products are placed on Buyer's site and have not yet been accepted.
4. Seller shall not receive title, nor the risk, i.e. for theft, loss or deterioration of the Products, nor any other responsibility of goods delivered to the site by third parties. If these third party-goods are connected to the Products of the Seller, Seller shall bear only the risk of Seller's Products not harming the third-party products and to the extent that these third-party products have been provided as agreed between Seller and Purchaser.

VII. TRANSFER OF TITLE

1. Title to the Products will not transfer to Buyer unless and until the payment in full of the principal price and incidental costs has been received by Seller, even if an extension of payment terms is granted. However, it is understood that the mere remittance of a document creating an obligation to pay, whether a bill of exchange or other document, does not constitute payment under this clause, and that the original amount receivable by Seller from Buyer shall remain due, with all the guarantees attached thereto, including the reservation of title, until said bill of exchange has been fully received by Seller's bank.
2. The provisions above are no obstacle to the transfer to Buyer of risk of loss or deterioration of the Products submitted to reservation of title as well as the damages at the time of delivery within the meaning of the Incoterm, as well as the damages that they could lead to in the conditions foreseen in Article VI.
3. Buyer must immediately give notice to Seller of any seizure of any kind, or of any other intervention by a third party as regards the Products, or of any bankruptcy or any insolvency proceeding, in order to enable Seller to defend itself against this and safeguard rights of Seller.
4. Furthermore, Buyer shall refrain from pledging or assigning the Products as a guarantee or security.
5. The execution of the reservation of title does not constitute withdrawal of the Order and does not exclude other claims by Seller.

VIII. PRICE AND PAYMENT TERMS

1. Payments shall be made based on an invoice issued by the Seller and are due within 30 days of such issuance. Buyer may not withhold payment of any invoice or other amount due to Seller by reason of any right of set off or counterclaim which Buyer may have or allege to have for any reason.
2. If Buyer fails to pay the Seller any sum due pursuant to the payment terms, Buyer shall be liable to pay interests to the Seller in accordance with respective local law. If not specified otherwise, all prices are quoted based on EXW CCR warehouse or factory as contained in the Confirmation, (Incoterms 2020). The risk of damage on Products shall pass on to the Buyer upon hand-over of the Products. All prices are stated in EUR (Euro currency) and any payments thereunder shall be made in EUR (Euro currency). In countries with an official currency other than Euro the parties may agree on another currency for payment. In case of discrepancy or if otherwise not indicated by the Seller, all prices quoted exclude VAT.
3. Should the economic and commercial conditions existing at the time of this Agreement substantially change to the disadvantage of a party, the Injured Party (the "**Injured Party**") may request that other party to meet and seek to remove such substantial challenge with the objective to preserve the original balance between the parties, provided however that such substantial challenge (i) was not reasonably foreseeable at the Effective Date and (ii) is not expressly covered by any negotiated terms. If the parties are unable to remove such substantial challenge within one (1) month from the date of this request, the Injured Party will be entitled to terminate this Agreement by giving at least three (3) months prior written notice. For the avoidance of doubt, substantial challenge includes, but is not limited to, inflation for raw materials, transportation costs, and commodities, supplier delays, government regulations, and other events not in the control of the Injured party.
4. In case of an order value of >EUR 500.000 or a period between the offer and the delivery or acceptance of the Order of more than 6 months the following progress payment plan applies: 30% at order placement, 30% at start of production, 30% at delivery on site, 10% at delivery or acceptance (the latter if installation is included in the scope). Notwithstanding the above, in case of insufficient credit rating of the Buyer, the parties agree that the full price for the Order or as agreed between the parties, should be paid prior to the Order's confirmation. Then Seller shall confirm the Order usually within the maximum of 5 working days after the date when the respective payment is credited to its account. If the pre-paid Order is not confirmed within 10 working days after the date when the respective payment is credited to its account, the Order shall be deemed to be rejected.

5. If the installation is within the scope of the Order, the access to electrical power supply and water supply shall be provided free of charge and within a range of 50 meters to the final installation location.
6. The price does not include the collection and waste disposal of Products. Any such performance must be ordered separately by Buyer.

IX. WARRANTIES AND LIABILITIES OF THE SELLER

1. If an Order provides that Seller is responsible for transportation, Buyer shall notify Seller of transportation damages without undue delay, which is not more than 5 working days, after the issue date of the waybill based on the "Convention relative au Contrat de transport international de marchandises par route" (CMR) or the delivery of any claims or issues concerning the quality of the Products, whatever is the earliest. If the Buyer fails to do so, then the Products shall be considered as accepted without any objections. The delivery of the Product must be confirmed by the Buyer on the day of the receipt.
2. The extent of Seller's warranty hereunder is limited to the repair or replacement of the defective new Product with a similar item free from defect or, at Seller's sole option, refund of Buyer's purchase price covering any raw material, manufacturing and operating defects for a period of twelve (12) months from the delivery or for the period of twelve (12) months from the installation or the completion of the Services performed in accordance with the provisions of respective local law. It shall be in the discretion of the Seller to decide, whether the Product is repaired or replaced. In order to benefit from the above warranty, the Buyer must notify Seller in writing of any defect or fault without undue delay at the latest within ten (10) calendar days of its discovery. Such notification must be accompanied by the purchase invoice. The Buyer shall be liable for any damage that results from late notification. The replacement or repair of Products shall not extend the warranty period of the original delivery.
3. The warranty shall expire prematurely if the Buyer or third parties carry out modifications or repairs without the prior written consent of the Seller. The Buyer, after having identified a defect, has to (i) immediately take all appropriate measures to mitigate the losses, (ii) notify the Seller of the defect and (iii) grant the seller the opportunity to remedy the defect or loses the warranty rights.—The defective Products or parts of Products must be delivered to the Seller upon request of the Seller. Insofar as the Seller does not claim a return, they shall be disposed of by the Buyer.
4. This warranty is issued subject to a maintenance of the Products during this period provided by the Seller or an approved service partner of the Seller with the specification provided in the manual or in the offer.
5. The Sellers maximum liability to the Buyer for any reason (except for personal injuries, willful misconduct and gross negligence attributable to Seller) shall be limited to the aggregate amount paid the Buyer to the seller within the 12 months preceding the event forming the basis of the claim or € 1 million whichever is lower.
6. **UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES SUCH AS BUT NOT LIMITED TO, FOOD LOSS, LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS OR LOST PROFITS, RECALLS, HARM TO BUSINESS OR BUSINESS REPUTATION , WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, NOTWITHSTANDING ANY INDEMNITY OR OTHER PROVISION TO THE CONTRARY, AND REGARDLESS OF WHETHER BUYER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER AND BUYER AGREE TO DEVIATE TO THE EXTENT NECESSARY, FROM THE PROVISIONS OF ANY APPLICABLE LAWS WITH RESPECT TO WARRANTY OBLIGATIONS TO THE FULLEST EXTENT ALLOWED BY STATUTORY LAW, IN ORDER TO FULLY APPLY THE PROVISIONS HEREOF.**
7. The Seller shall not be liable in the event of damages resulting from the transmission of inaccurate or insufficient information by the Buyer. Under no circumstances shall the Seller be held responsible for checking the relevance, sufficiency or accuracy of this information. Any errors or

omissions in any sales literature, quotation, tender, price list, acceptance of offer, invoice or other document or information issued by Seller shall be subject to correction without liability on Seller's part. The parties undertake that prior to the Buyer engaging into the enforcement of claims by any legal act, they shall pursue an amicable commercial agreement in order to solve any errors or unsuitability that might have occurred on the Product.

8. Except for the warranties expressly set forth in this Agreement, Seller does not make any warranties, and Seller hereby disclaims all other warranties, oral or written, whether express, implied, statutory or otherwise, relating to this Agreement, including, without limitation, the implied warranties of merchantability and fitness for other purpose than the one the product is intended for.

X. REPRESENTATIONS AND WARRANTIES OF THE BUYER

1. The Buyer shall comply in all respects and take all reasonable steps to ensure compliance by its employees, agents and subcontractors, with all principles set forth the "Code of Ethics" of Seller's related corporation CCR ("**CCR**"), as it may be updated from time to time in CCR's sole discretion (the "**Code of Ethics**"). The Code of Ethics, which is provided in paper form upon request by the Seller, is hereby incorporated by reference in and made a material part of these GTS. Furthermore, both parties agree not to offer or provide anything of value to any person, business, instrumentality of government, or other entity, directly or indirectly, to induce him, her or it to act or refrain from acting with respect to his, her or its official duties to improperly or illegally obtain or retain business, or to gain an improper business advantage for any of the parties.
2. The Buyer has the responsibility to provide a site being in compliance with the safety regulations of the Buyers country and the Seller's EH&S regulations, i.e. safe access to and work environments on rooftops. The Seller shall have the right to immediately stop all work and charge Seller's additional costs, if the site is not in compliance with these regulations and/or additional safety measures have to be taken.
3. The Buyer represents and warrants that it shall not sell, use or otherwise transfer the products in connection with a nuclear facility or a facility involved in the manufacture or storage of nuclear, biological or chemical weapons.
4. Buyer shall indemnify and hold harmless Seller, its affiliated companies, and their respective directors, officers, employees, successors and assignors for any and all suits or claims, costs and expenses for any damages or losses, including special, incidental or consequential damages or losses to persons or property or environment, injury to persons including death, or any liability arising out of any Contract or written guarantees by Buyer, arising from the purchase, use, sale or installation by Buyer or its partners,.
5. The parties agree that any breach of the Code of Ethics, export regulations, nuclear or weapon restriction or not remedied EH&S compliance violation by Buyer provides the Seller with the right to terminate the Agreement immediately for important reasons.
6. The Buyer's obligations in this provision shall continue in full force and effect notwithstanding the termination or expiration of the Contract.

XI. TRADEMARKS AND INTELLECTUAL PROPERTY

1. Seller is the owner or licensee of all CCR trademarks, service marks, trade names, copyrights, software, proprietary information and other intellectual property used or associated with the Products (hereinafter collectively referred to as "**Intellectual Property**").
2. The Buyer is permitted to use Intellectual Property only in the form, style and manner specified by the Seller and only consistent with these GTS, or any written or printed documents provided by the Seller to the Buyer and only during the duration of these GTS and for the Products sold by the Seller to the Buyer under these GTS. All use of the Intellectual Property by Buyer shall inure to the benefit of the Seller. The Buyer agrees to protect this Intellectual Property and where applicable to return all such Intellectual Property to the Seller if at any time these GTS terminate. The Seller may revoke the Buyer's right to use the Intellectual Property at any time for the Buyer's failure to follow the Seller's directions on how to use the Intellectual Property. Such revocation may be made in writing or by any other agreed form. The Buyer shall promptly discontinue all use of all Intellectual Property

upon the expiration or termination of these GTS or other separate agreement or Contract. The Buyer agrees to pay all costs, expenses, and attorney's fees incurred by the Seller to enforce the obligations assumed by the Buyer pursuant to this clause. The Buyer shall promptly inform the Seller of any infringement or alleged or apparent infringement of any Intellectual Property which the Buyer believes is having a materially adverse impact on the ability of the Buyer to sell the Products or provide the Service in accordance with the provisions of these GTS or other separate agreement or Contract, including but not limited to infringement of any marks or trademarks or any conduct which may be considered to be passing off the Products by a third party relating to the Products of which the Buyer is or may become aware.

3. The obligations under this paragraph shall survive the termination of the Contract and shall bind the parties for the validity period of the intellectual property right.

XII. CONFIDENTIAL INFORMATION

Buyer shall protect and maintain in confidence all current price lists and discount schedules, parts Sales, Service, repair and installation literature, materials and publications and any other data or information furnished by Seller or its affiliates in connection with the Products and/or Services in particular but not limited to those which may be or are considered by Seller to be of a proprietary nature, whether furnished orally, visually, written or in other tangible forms. Protected information shall further include any technical information that is under development and not yet released by Seller for commercial Sale, including, for example and without limitation, written information, and information that Buyer obtains by observing or working with Seller's developmental technology and/or by observing or working with manufacturing processes or machines in a Seller's manufacturing or engineering development facility.

XIII. FORCE MAJEURE

Parties may not be sued or challenged in the event of a Force Majeure that delays, hinders, or prevents the performance of the obligation incumbent on it. Whatever the circumstances, the non-exhaustive list of incidents below shall be considered cases of force majeure and therefore exempt from liability: All events outside the control and notably all acts by the authorities in deed or by law, such as strikes, lock-outs, industrial disputes, or other concerted acts by personnel, fires, floods, act of God, breakage of machines or their resulting non serviceability, explosions, riots, wars or armed conflicts, rebellions and sabotage, insurrection, vandalism, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, epidemic, legislation, regulation, Order or other act of any government or governmental agency, transport strikes, import or export restrictions. An event also includes Sellers' delays caused by worldwide shortages of raw materials or parts (solely to the extent Seller has made commercially reasonable best efforts to prevent such delays, e.g. place timely orders for all necessary parts and raw materials, attempt to secure substitute materials). In the event of any such incident or similar occurrence, notification of same shall be given to the other party by all possible means. In such cases, the Agreement shall be suspended, and the period of abeyance shall be added to the term initially stipulated therein.

XIV. PERSONAL INFORMATION PROTECTION AND PRIVACY

1. The Sales of Products require the collection and processing of personal data. The Parties hereby both act as data controllers. Both Parties comply with the Regulation (EU) 2016/679 (General Data Protection Regulation) in the current version with regard to the personal data collected and processed within the scope of this agreement. If the Purchaser provides Seller with personal data, Purchaser guarantees that it has the legal authority to do so. Sellers's privacy policy for its customers is available at www.ccr.com.
2. The Buyer authorizes Seller to collect, store and process operating data (meaning i.e. location, temperature and energy data) of the Products through remote monitoring systems and on site of the customer in order to improve the Products and Services of CCR.

XV. Invalidity

If any provision of this Contract becomes invalid, unlawful, non-binding or unenforceable (in whole or in part), the other provisions shall apply and the parties will do all it is possible to reach agreement on a new provision which will be as close as possible to the intent of the invalid, illegal, non-binding or non-enforceable provision, taking into account the content and purpose of these general terms and conditions and the Agreement.

XVI. APPLICABLE LAW

1. The Contract incorporating these GTS are governed by the law of the country where the selling CCR entity is registered. Any dispute that cannot be resolved by an out-of-court settlement shall fall under the exclusive jurisdiction of the ordinary Court competent by reason of the Seller's registered seat and having subject matter competence.
2. Unless otherwise agreed by Seller and Buyer in writing, these GTS (including any amendments or changes thereto) is excluded from the application of the United Nations Convention on Contracts for the International Sales of Goods.
3. Seller is subject to applicable export controls and regulations promulgated from time to time by the European Union, the government of the United States of America and other governments. Buyer will not cause Seller to breach these laws and shall provide any necessary assurances of compliance therewith to the extent required by Seller to comply with such controls and regulations. Seller shall not be deemed to be in breach or default of this GTS because of compliance with any export control laws or regulations to which it is or may become subject. Seller may refuse to carry out any obligation under this GTS, or to refuse any order placed under the agreement or suspend or terminate this GTS with immediate effect if there is or could be a potential breach laws, regulations or ethical rules applicable to Seller including, but not limited to, international trade compliance rules prohibiting sale of goods and services to certain countries, certain individuals or legal entities that are subject to international economic, financial or other sanction.

Valid as of March 1, 2025.
