GENERAL TERMS & CONDITIONS OF SUPPLY CLIMATE & CONTROLS BENELUX BV

ARTICLE 1: DEFINITIONS

The following definitions will apply in these general terms & conditions:

Climate & Controls: (hereinafter C&C) Climate & Controls Benelux BV, with registered offices at Papendorpseweg 83, Utrecht, the Netherlands and CoC number: 28023950, with a branch in Belgium, namely Climate & Controls Benelux BV with company number BE0844.775.176 and located at Alfons Gossetlaan 28A 1702 Dilbeek, and a branch in Luxembourg, namely Climate & Controls Benelux B.V. with registration number B228.612, 2 and located at Route de Remich, Mondorf-les-Bains; Climate & Controls is a group company of Carrier Global Corporation ("Carrier").

Customer: each (potential) counter party of Climate & Controls in an agreement concerning the supply of Products by Climate & Controls to the customer;

Product(s): goods, services and activities.

Abound: a suite of connected solutions and a digital platform. Abound uses advanced technologies to aggregate, analyze, and visualize data enabling real-time, intelligent outcome-based results, making buildings more efficient and responsive, while providing occupants with confidence in the health and safety of their indoor environments. Abound solutions include Health & Well-Being, Sustainability, and Asset Management.

ARTICLE 2: GENERAL

2.1. These general terms & conditions apply to all legal activities where C&C acts as (potential) seller of Products.

2.2. The Dutch version of the general terms & conditions will always be prioritised if there are discrepancies between the Dutch text and its English or French translations.

2.3. Deviation from these general terms & conditions is only possible after written agreement between C&C and the Customer.

2.4. In this case, the applicability of general terms & conditions adopted by the customer is explicitly rejected.

ARTICLE 3: OFFERS

3.1. Offers by C&C, in any shape or form, are non-binding unless explicitly stated otherwise.

3.2. Unless agreed otherwise in writing, all offers are based on executing the agreement under normal (working) circumstances and during normal working hours. The Customer must pay C&C the accompanying additional costs if execution does not take place under normal (working) circumstances and during normal working hours.

ARTICLE 4: REALISATION OF THE AGREEMENT

4.1. An agreement will only be realised, and will only bind C&C, if an assignment from the Customer has been confirmed by C&C via an order confirmation or by C&C starting execution of the assignment.

4.2. The Customer will not be able to cancel an assignment once it has been realised in accordance with article 4.1 unless prior written consent has been provided by C&C, and will have to pay additional costs.

4.3. If more than one natural person or legal person acts as Customer, they will all be deemed jointly and severally liable towards C&C.

4.4. The Customer cannot transfer any of its rights or obligations towards C&C to third parties, unless prior written consent has been obtained from C&C, who will not unreasonably refuse any such transfer.

4.5. All Product deliveries by C&C to the Customer which have not been mentioned in the order confirmation will be regarded as additional work. C&C will at all times be entitled to charge the Customer separately for additional work, based on normal prices or hourly rates. The Customer accepts that additional work will have an impact on the delivery conditions mentioned in the order confirmation. In any case, the following will be regarded as additional work:

- working under difficult circumstances and outside normal working hours;
- vertical transport.

ARTICLE 5: OBLIGATIONS OF THE CUSTOMER

5.1. The Customer will ensure accurate and timely purchase and/or accurate and timely execution of all deliveries and/or conditions needed to install the Product and/or ensure proper operation of the Product. All costs resulting from the Customer's failure to comply with these obligations must be paid by the Customer.

5.2. Without prejudicing that mentioned in article 5.1, the Customer must always make sure the following takes place at his own expense and risk:

a. C&C should be able to immediately start their activities when they reach the installation location, thus allowing them to take place during normal working hours and also outside normal working hours if deemed necessary by C&C, as long as C&C has notified the Customer of this in due course;

b. the required closable storage areas must be provided for materials, tools and other items and the personnel of C&C must be offered appropriate accommodation and/or facilities, as required under applicable laws and regulations;

c. the supplied Products must be at the correct location at the start of, and during, set-up and installation activities and the installation location must be safely accessible for personnel, suppliers, materials and equipment;

d. the required and customary helpers, machines, hoisting, lifting and transport equipment, as well as platforms and/or scaffolding, tools and materials (including gas, water, electricity, steam and lighting) are made available to C&C and its sub-contractors free of charge and at the correct location;

e. the required documentation, including permits, must be properly arranged on time and all necessary safety and precautionary measures must be taken and maintained in order to comply with the safety regulations of C&C and applicable laws and

regulations; f. all materials and tools at the site must be insured against theft, fire, vandalism and other risks;
g. the installation must be ready for use if commissioning is carried out by C&C.

ARTICLE 6: PRICES

6.1. Unless explicitly agreed otherwise, the price for delivering goods will be carriage paid to the Customer's address in the Benelux, excluding VAT and excluding assembly and commissioning. Goods that are intended for export will be subject to delivery prices ex works.

6.2. All offers will be based on prices for materials and labour that apply at the time of the offer, external factors - such as taxes, supplier prices, exchange rates, (raw) materials, freight costs, import duties, levies and other taxes - and execution under normal circumstances and during normal working hours. Prices are based on rates that were applicable at the moment of ordering, procurement or delivery if such deliveries are unreasonably delayed by the Customer.

6.3. Unless stated otherwise, prices will be mentioned in Euro and may be subject to change without notification before the offer is presented to the Customer for approval. All price changes will automatically apply on the date mentioned by C&C. It is being explicitly agreed that, in case of major increases in costs (> 5%) for the purchase of raw materials, energy or labour after the date on which the offer was accepted, C&C has the right to alter its prices, notwithstanding any provision stating otherwise in the General sales terms & conditions or any other agreement between the parties. These revised prices will become applicable two (2) weeks after C&C has informed the Customer about them in writing.

6.4. Paragraphs 1.2 and 3 of this article will apply accordingly when charging for additional work.

6.5. Costs for loading and unloading, as well as the transport of (raw) materials, semi-finished products, models, tools and other items supplied to the Customer, are not included in the price and will be charged separately.

ARTICLE 7: DELIVERY

7.1. Delivery will take place on the day mentioned in the order confirmation or in consultation, as long as all requirements in article 5 have been met and the Customer has fulfilled all its other obligations. 'Delivery' includes making the Products loaded on the means of transport available to the Customer or making the Products loaded on the means of transport at the nearest hardened road surface at the delivery address mentioned by the Customer. If services are provided, 'Delivery' will refer to the moment when the service is carried out.

7.2. The delivery period will be based on circumstances that were known at the moment when the agreement was realised. The agreed delivery period will be respected wherever possible. If a delay is encountered (i) due to a change in the mentioned circumstances or (ii) due to delays in the delivery of the Products (which were ordered in good time), the Customer and C&C already agree that the delivery period will be extended as long as necessary.

7.3. The delivery times mentioned by C&C are merely indicative. C&C will not be in breach of honouring its contractual obligations once it has been given notice of default in writing after the agreed, or in accordance with article 7.2, postponed delivery period expires and a reasonable extension for compliance remains unexploited. This will also apply if default legally comes into effect without notice of default or written reminder or notification.

7.4. The Customer is obligated to purchase the Products at the agreed delivery time and must make sure that C&C does not experience delays due to activities that must be carried out by the Customer or third parties. The Products will be stored at the expense and risk of the Customer if the Customer refuses or postpones purchase, or fails to provide information or instructions that are essential for delivery. The Customer must then pay storage costs and any addition costs. C&C retains the right to send the invoice for prepared Products on the originally agreed delivery date. The Customer is obligated to pay this invoice within the payment period referred to in article 14.2.

7.5. C&C is entitled to perform its deliveries and/or services in parts and to invoice these parts individually.

7.6. The weight, size, quantity and composition of delivered Products will be determined in accordance with weighing, measurements, counts and analyses adopted in the methods of C&C, unless evidence to the contrary is provided.

ARTICLE 8: RISK AND TRANSFER OF OWNERSHIP

8.1. The Products, and components intended for them, will fall under the expense and risk of the Customer from the moment of delivery pursuant to article 7.1. The Customer will be responsible for them and must personally arrange any potential insurance.

8.2. Without prejudicing that stipulated in article 8.1, C&C will retain ownership of the Products it delivers or must deliver to the Customer, until the Customer has fully complied with all (payment) obligations for all Products delivered or to be delivered under the agreement or for all activities performed or to be performed under the agreement, as well as all claims due to shortcomings in honouring such obligations.

8.3. Without prejudicing all its other rights, C&C will be irrevocably authorised by the Customer to re-collect and take possession of all delivered Products, without any form of notification or legal intervention, if the Customer fails to punctually comply with its (payment) obligations towards C&C. All costs incurred by C&C when re-collecting these Products will be charged to the Customer.

ARTICLE 9: CONNECTED SERVICES

9.1. This article will apply if the customer uses Connected Services.

9.2. Client hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability;

(iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements. Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third-party cloud service). Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or customer.

9.3. **Connected services & return of data -** Client understands and acknowledges that client's equipment may be equipped with a hardware (Connected Device), as indicated in the list of features and/or options in the purchased equipment's specification. Connected Device will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, client agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 9.2. For equipment fitted with Connected Device, Carrier provides Connected Services and activates them during the startup of the equipment. Through connected device Carrier collects and uses information to assist client in providing Connected Services which will be described in additional specification provided with purchased equipment. The cost of the first 12 (twelve) months of Connected Services is complimentary with the purchase of client's equipment. During first year client will not be charged any additional fees for the use of the standard Connected Services.

9.4. However, it may elect to purchase additional Service Agreement at time of Equipment purchase, or at any time thereafter, which may be subject to additional fees and separate agreement.

9.5. **Data delivery** - During the term of the Agreement client shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

9.6. **Reverse Engineering** - Client shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by client from Carrier.

9.7. **Cancellation rights** - Carrier reserves the right to immediately discontinue connected services for any period, or to cancel all connected services at any time without penalty to Carrier. Client has the right to deny connection at the time of original purchase of the equipment, or to cancel it at any time upon notice to Carrier through submitting to Carrier a written cancellation request. Cancellation will disable the connected services provided to client and may prevent or limit Carrier from assisting in the operation and maintenance of client's equipment or providing client and/or client's equipment with other connected data. Declining to connect the equipment, or canceling it, will end the transmission of Source data from connected device or the collection of such data by Carrier.

ARTICLE 10: GUARANTEE

10.1. Length of the Guarantee. Unless explicitly agreed otherwise in writing in advance, C&C will offer the following guarantee for Products that were new at the moment of Delivery:
- guarantee for a period of twelve (12) months after commissioning, with a maximum of up to eighteen (18) months from the date of Delivery.
- later supplied components and accessories will be subject to a guarantee of twelve (12) months from Delivery and repair and maintenance activities will be subject to the original guarantee period or, if not applicable, a guarantee period of three (3) months from the date of Delivery.

10.2. The guarantee obligation referred to in paragraph 1 will expire if one or more of the following circumstances are encountered:
- the failure can be attributed to incorrect commissioning by the Customer or a third party;
- incorrect use or incorrect maintenance;
- activities have been carried out on the Products by the Customer or third parties, without written consent from C&C;
- the Customer has failed to meet any of his obligations under the agreement (which includes his payment obligations) and still has not met his obligations within the reasonable period stipulated in the reminder.

10.3. Products that could reasonably be considered for repair or replacement (as C&C sees fit) must be returned to C&C by the Customer upon request from C&C.

10.4. Repair and/or replacement of part of a Product will not, under any circumstances, extend the guarantee for the whole Product.

10.5. Unless explicitly agreed otherwise in writing, C&C will only be obligated to honour the guarantee obligations mentioned in this article 10;
- if the installation is located in the Benelux;
- if repair is possible within normal working hours. If repair must take place outside normal working hours, C&C will be entitled to charge the accompanying costs to the Customer;
- if the installation can be accessed for repair activities without C&C needing to use special transport, and if the required and customary helpers, machines, hoisting, lifting and transport equipment, as well as platforms and/or scaffolding, tools and materials (including gas, water, electricity, steam and lighting) are made available to C&C and its sub-contractors free of charge and at the correct location.

10.6. Scope of guarantee referred to in article 10.1: The guarantee entitles free repair of defects (materials and labour). As part of the right to repair afforded to the Customer, C&C will determine and evaluate which measures and methods it deems most suitable to honour its guarantee obligation and exactly what they will or will not entail. The Customer must immediately notify C&C if it is of the opinion that C&C has not sufficiently fulfilled its guarantee obligation.

10.7. In terms of the scope of the guarantee for ventilation convectors and components and accessories later supplied by C&C, the guarantee will only involve either (as C&C sees fit) reimbursement of the invoice amount to the Customer or free replacement of the component or accessory. The Customer will not be entitled to free repair.

10.8. The following applies to the scope of the Guarantee for Products that are intended for use on board ships, offshore installations or other sea-going objects:

- the guarantee only involves C&C offering the Customer replacement components free of charge. Unless explicitly agreed otherwise, disassembly of defect components and replacement with new components will be at the expense and risk of the Customer.
- the replacement components will be made available FAS (incoterms 2010) at a Dutch port, or at the nearest port to the origin of the replacement components.

ARTICLE 11: COMPLAINTS

11.1. If the Products do not comply with the agreement, C&C will only be bound to supply any missing items, to replace or repair the supplied Products or to reimburse the Customer upon return of the Products, as C&C sees fit. The Customer is obligated to follow the instructions of C&C concerning the storage or return of to-be-replaced or to-be-repaired Products.

11.2. When Products are Delivered, the Customer must check whether they are in keeping with the agreement and also identify any visible shortcomings. Such shortcomings and non-compliance must be immediately reported by the Customer upon Delivery; if this does not take place, the Products will be deemed to be compliant with the agreement and not feature any visible shortcomings upon Delivery.

11.3. If shortcomings cannot be identified immediately upon Delivery, the Customer is obligated to inform C&C about them as soon as possible and certainly no later than 15 days of their discovery (or after the moment that they should reasonably have been discovered), in writing and accompanied by an explanation in order to make claims against the guarantee. Under no circumstances will C&C be liable for damage that is caused by the Customer's failure to immediately report shortcomings or when he continues using the Products while the shortcomings were known or should have been known.

11.4. In principle, Products that C&C delivers in accordance with an assignment will not be returned. However, in exceptional cases, C&C is willing - in the interest of goodwill - to return any unused delivered standard components and/or accessories within one month of Delivery. If components and accessories are accepted for return as a gesture of goodwill, they must always meet the following requirements: returned within one month of invoice date, in original condition, packaged in original and undamaged packaging, accompanied by original documentation and with an invoice price in excess of Euro 125.00. If unused components and/or accessories are accepted for return, C&C will always charge return costs to the Customer to the tune of 30% of the invoice value, with a minimum of Euro 75.00.

ARTICLE 12: LIABILITY

12.1. In the absence of provisions stating otherwise, the provisions included in this article will apply as long as they do not conflict with mandatory legal provisions.

12.2. Irrespective of the legal basis on which a claim is based, C&C will only be liable to compensate damage up to the amount paid by the Customer to C&C in relation to Products that caused the concerned damage, unless there has been fraud, deliberate intent or gross negligence on the part of C&C.

12.3. Irrespective of the legal basis on which a claim is based, C&C will not be liable for indirect/consequential damage, which includes - but it not restricted to - loss of profits, incurred losses, missed assignments and missed discounts, damage due to liability towards third parties, damage caused by exceeding the delivery period, damage caused by production and/or business disruptions or stagnation, unless there has been fraud, deliberate intent or gross negligence on the part of the C&C. If these risks can be insured, the Customer will be obligated to agree such insurance at his own expense.

12.4. C&C is entitled to deploy third parties when executing the agreement and will always be entitled to activate reasonable liability restrictions from these third parties against the Customer.

12.5. C&C will not be liable for:

- violations of patents, licences or other rights of third parties due to the use of material supplied by or on behalf of the Customer;
- damage or loss, irrespective of the cause, of (raw) materials, semi-finished products, models, tools and other items that have been supplied by the Customer.

12.6. If C&C offers support and assistance - in any shape or form - during installation, without being assigned to do so, this will take place at the risk of the Customer.

12.7. The Customer will be responsible and liable for the building area made available to C&C and/or negative consequences of the state of the set-up location, and the Customer will be obligated to compensate C&C for all damage that C&C could incur due to errors in building areas and/or state of the set-up location for delivered Products.

ARTICLE 13: FORCE MAJEURE

13.1. Within these general terms & conditions, force majeure will refer to all circumstances that occur outside the will of one of the parties - which one could not expect C&C to take into account when the agreement was established - and which permanently or temporarily hinder execution of the agreement, such as: regulations issued or to be issued by the government which hinder or limit use of the delivered or to-be-delivered Products, shortages of raw

materials and substances needed to produce the Products, labour shortages, strike action, restrictions on imports, exports or transshipment, transport issues, failure by suppliers of C&C or transport companies to honour their obligations, production disturbances, natural and/or nuclear disasters, war and/or impending war, terrorism and/or attacks, fire, insurgency and rioting.

13.2. If force majeure causes Delivery to be delayed by more than two (2) months, both C&C and the Customer will be entitled to terminate the agreement with immediate effect by sending the other party written notification via registered letter, without being liable to pay compensation.

13.3. If force majeure takes effect while the Agreement has already been partly executed, and if the remainder of the Delivery will be delayed for more than two (2) months due to the force majeure, the Customer will be entitled to either (i) retain the part of the Products that has already been delivered and to pay the price that is due, or (ii) to dissolve the Agreement, including the already executed part, as long as goods that have already been delivered are returned to C&C at the expense and risk of the Customer and only if the Customer can prove that the already delivered part of the Products can no longer be used effectively by the Customer due to non-delivery of the remaining Products.

ARTICLE 14: PAYMENT AND BILLING

14.1. Unless explicitly agreed otherwise in writing, as in large projects or repair assignments, 100% of billing will take place upon Delivery. Billing will take place as follows for projects and major repair assignments:
- 30 % upon assignment;
- 65 % upon Delivery; and
- 5 % upon Commissioning. The maintenance fee agreed in the service or maintenance agreement will be invoiced in advance each year.

14.2. Payment must take place within 30 days of the invoice date. If the agreed payment period is exceeded, the Customer must, without prejudicing the other rights of C&C and without requiring prior notice of default, pay the legal interest rate (default interest) supplemented by 5% on the outstanding invoice total, up to the moment this amount is fully settled. All yet to be paid invoices will become immediately claimable and all consequences of non-compliance will immediately come into effect.

14.3. The Customer's obligations will become immediately claimable in case of dissolution, (application for) bankruptcy or (application for) suspension or judicial reorganisation, suspension of payments on the part of the Customer.

14.4. Payment must take place without any form of discount, suspension or settlement.

14.5. All payments made by the Customer will initially be deducted from all costs, owed interest and compensation, and then from the longest outstanding invoices, even if the Customer mentions otherwise when the invoice is paid.

14.6. If the Customer is in default or fails to honour one or more of its obligations, all extra-judicial expenses - which explicitly includes costs incurred when compiling and sending reminders, conducting settlement negotiations and other actions to prepare for potential legal procedures, as well as all legal costs incurred by C&C - must be paid by the Customer. In this case, the Customer must pay at least 15% of the total owed for extra-judicial expenses. If C&C proves that more costs were incurred that can be deemed reasonably necessary, these costs will also qualify for reimbursement.

ARTICLE 15: DISSOLUTION OF THE AGREEMENT

15.1. If the Customer fails to meet any of its obligations towards C&C under the agreement, or in case of (application for) suspension of payments, (application for) judicial reorganisation, (application for) bankruptcy, settlement with creditors, other steps aimed at debt restructuring, limitation or loss of control over its assets, cessation of business activities or relocation to another country, liquidation or dissolution, C&C will be entitled to fully or partially dissolve the agreement with immediate effect, without prejudicing all other future rights and without being liable to pay compensation.

15.2. C&C will be entitled to full compensation if the agreement is dissolved due to that stipulated in article 15.1 or by way of a legal ruling. Unless C&C wants to calculate the damage differently, the damage will be fixed to the highest of the following amounts (with C&C being bound to demonstrate any loss or damage):
- 15% of the amount that is owed for the yet-to-be-performed part of the agreement if none of the following situations apply,
- 50% of the amount that is owed for the yet-to-be-performed part of the agreement if this relates to the delivery of services or, if higher, the amount that is equal to a notification period of 3 months if the services are supplied on a regular basis,
- 75% of the amount that is owed for the yet-to-be-performed part of the agreement which relates to the supply of custom-made or specific goods for the Customer. This will not prejudice the right of C&C to claim additional compensation or request compliance by the Customer. C&C will be entitled to re-collect Products that have been delivered for not yet fully executed agreements, by crediting the price the Customer paid for them after deducting all costs incurred by C&C.

ARTICLE 16: INTELLECTUAL PROPERTY

16.1. Intellectual and commercial property rights on all Products (including the accompanying data, documents and information) delivered to the Customer rest with C&C. C&C possesses the exclusive right of disclosure, realisation and multiplication, while the Customer only possesses the non-exclusive user right that comes into effect once the complete price has been paid.

ARTICLE 17: PROTECTION OF PERSONAL DATA

17.1. Carrier will process Personal data in accordance with the privacy statement at Carrier.com. Both parties must comply with applicable Legislation concerning the protection of Personal data when processing Personal data that relates to activities within this

Agreement. The parties will agree to take all reasonable commercial and legal steps to protect Personal data against unauthorised disclosure. If the Buyer supplies Personal data to Carrier, the Buyer must make sure he possesses the legal authority to do so. The Buyer must inform people whose Personal data is supplied to Carrier, before this data is handed over to Carrier. This data privacy clause will survive the termination of the Agreement.

ARTICLE 18: COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS

18.1. The sale and distribution of raw materials, hardware, software, services and technology that the Customer receives from Carrier under this Agreement (the Product, the Products) can involve export, re-export or transfer, and such transactions must be carried out in accordance with laws and regulations in the field of export control, trade and economic sanctions from government bodies that have jurisdiction over such activities, including the European Union and its member states, the United States and the United Kingdom, if applicable (jointly referred to as "Trade control laws").

18.2. The Customer must perform all activities in this Agreement in accordance with the laws governing trade control.

18.3. The Customer must not wilfully directly or indirectly sell, deliver, export, re-export or transfer Products to an individual or entity for whom it is, under Trade control laws, forbidden to receive the Products, including but not restricted to: (i) an individual or entity that has been added to the Specially Designated Nationals ("SDN's") List and the Blocked Persons List of the American Ministry of Finance, or the Consolidated Sanctions List of the European Union; (ii) the government of Venezuela or Afghanistan, (iii) an entity that is the property of or is controlled by a party in (i)-(ii), or (iv) a person that acts on behalf of or for a party in (i)-(iii) (Parties in sub-paragraph (i)-(iv) collectively referred to as "Refused Party"); or for an unauthorised end user or another party that is otherwise in breach of the trade control laws.

18.4. Carrier Restricted Countries. Occasionally, Carrier will - in the interest of anti-corruption, anti-terrorism, trade compliance and anti-money laundering practices - identify countries or regions as "Carrier Restricted Countries". Carrier will provide written notification whenever this list is updated. At the moment of signature, this list contains Cuba, Iran, North Korea, Syria and the regions of Donetsk, Kherson, Loehansk and Zaporozhye in Ukraine. The Customer will not wilfully directly or indirectly sell, deliver, export, re-export or transfer Products to (i) an individual or entity that normally resides in, or has been founded under the laws of, a Carrier Restricted Country; (ii) the government of a Carrier country that is subject to Restrictions; (iii) a party that is owned or controlled by a party in (i) or (ii); or (iv) a party that acts on behalf of the afore mentioned.

18.5. The Customer must make reasonable efforts to verify the identity and location of its customers or end users and to confirm the end use of the Products (collectively referred to as End-User Diligence). The end-user diligence of the Customer must be sufficient to identify and prevent transactions, including transactions where Carrier Restricted Countries and Refused Parties are involved. The Customer must immediately inform Carrier of all transactions where Carrier Restricted Countries and Refused Parties are involved, or of other breaches of Trade control laws relating to Products or related services.

18.6. The Customers confirms and guarantees that neither he nor his directors, officials, employees or affiliated companies respectively (i) are a Refused Party or (ii) located, organised or residing in a Carrier Restricted Country.

18.7. Upon request, the Customer must immediately supply information to Carrier about the export of Products for the Customer, including but not restricted to a copy of the signed export application, the volume, the value, the names of the Customer and/or end users, transaction details and service details. If the customer fails to issue such information, Carrier will be entitled to charge VAT.

18.8. Notwithstanding any other provisions in this contract, Carrier will not offer any guarantee, repair, replacement, repayment or guarantee services for Products in Carrier Restricted Countries, to Refused Parties or in another manner that breaches Trade control laws. If the Customer offers its customers a guarantee that is more comprehensive than the limited guarantee that is offered by Carrier, the Customer will be solely responsible for all costs, expenditure, liabilities, obligations and damage that fall under this extended guarantee.

18.9. Carrier is entitled to terminate this Agreement with immediate effect if one of the following situations is encountered: 1. The Customer becomes a Refused Party; 2. The Customer breaches Trade control laws concerning one of the activities that fall under this Agreement; or 3. Carrier reasonably determines that its obligations when complying with Trade control laws prevent the performances of Carrier (each referred to as "Trade Controls Event"). Termination based on this clause is regarded as termination for justifiable reasons, and relieves Carrier from all obligations to make further sales or supply further services (including guarantee, repair or replacement services) based on this Agreement, or to supply any Carrier products to the Distributor.

ARTICLE 19: CONSUMERS

19.1. In principle, the Products will be supplied to business customers (B2B). If, in exceptional circumstances, an agreement is established where a consumer is the Customer, the agreement with this (consumer) Customer, including the applicable general terms & conditions, will be interpreted and, if necessary, moderated so that it does not prejudice the legal protection of the consumer.

19.2. Deviating from Article 22, the court in the place of residence of the consumer will, in accordance with consumer law, always be qualified to hear disputes that originate from or relate to the agreement.

ARTICLE 20: PARTIAL NULLITY / CONVERSION

20.1. If any provision in the general terms & conditions or the agreement is invalid, unlawful, non-binding or non-enforceable, the other provisions will still remain in effect. Parties will do everything possible to reach consensus about a new provision that is as close as possible to the invalid, unlawful, non-binding or non-enforceable provision, bearing in mind the content and purpose of these general terms & conditions and the agreement.

ARTICLE 21: APPLICABLE LAW

21.1. All legal relationships between C&C and the Customer are subject to Dutch law (or Belgian law if the Customer is based in Belgian and the delivery takes place in Belgium), with the exception of the Vienna Sales Convention and other international private law provisions that would lead to the applicability of other laws.

ARTICLE 22: DISPUTES

22.1. The qualified court in Utrecht will be exclusively authorised to hear all disputes that may arise between C&C and the Customer because of or in relation to (execution of) the agreement or in relation to these general terms & conditions. Only a Belgian court will be qualified if Belgian law is applicable in accordance with the previous article.

Utrecht, September 2026