



## TERMS AND CONDITIONS OF SALE

All sales of products and services by Detector Electronics Corporation ("**Det-Tronics**") shall be subject to the following Terms and Conditions of Sale ("**Terms and Conditions**"), which shall be incorporated into all Buyer's orders and offers to purchase submitted to Det-Tronics for acceptance and into all of the acceptances and resulting contracts for sale of Det-Tronics.

1. **LIMITED WARRANTY AS TO PRODUCTS.** Det-Tronics warrants that the Det-Tronics manufactured products subject to these Terms and Conditions shall be free from defects in material and workmanship upon delivery. If such products are not as warranted within eighteen (18) months after date of delivery, the liability of Det-Tronics and Buyer's exclusive remedy will be, at the option of Det-Tronics, limited to repair or replacement of the defective products. If, after inspection of the returned products, Det-Tronics determines that the defect is a result of damage, misuse, mishandling, installation, abnormal conditions of storage or operation, unauthorized repair or modification, or due to Buyer's failure to install, maintain, or operate the products in compliance with the written instructions, all expenses incurred by Det-Tronics in connection with the replacement or repair of the products shall be the responsibility of Buyer. Any products returned to Det-Tronics for replacement shall become the property of Det-Tronics. Any product or portion of a product repaired or replaced and returned to Buyer shall be warranted by Det-Tronics for the remainder of the original warranty period. The liability or obligation of Det-Tronics pursuant to this warranty does not extend to any product obtained by Det-Tronics from another manufacturer or supplier at Buyer's request or pursuant to Buyer's specifications ("**Third-Party Product**"). Det-Tronics shall pass through or assign to Buyer the rights if any, Det-Tronics obtains from the manufacturer or supplier of a Third-Party Product (including warranty and indemnification rights), all to the extent that such rights are assignable.

The following warranty periods shall apply only for the specific products listed below and supersede the aforementioned warranty period for Det-Tronics manufactured products:

- a. Sixty (60) months from the date of delivery:
  - i. PointWatch™ Eclipse® Model PIRECL IR Hydrocarbon Gas Detector
  - ii. PointWatch™ Eclipse® Model PIRECL IR CO2 Gas Detector
  - iii. Model X3301 Multispectrum I.R. Flame Detector
  - iv. Model X3302 Multispectrum I.R. Flame Detector
  - v. FlexSight™ LS2000 Line-of-Sight I.R. Gas Detector
  
- b. Thirty-six (36) months from the date of delivery:
  - i. X2200 UV Flame Detector
  - ii. X9800 Single Frequency I.R. Flame Detector
  - iii. X5200 UVIR Flame Detector
  - iv. AC100 and ATX10 Acoustic Detector (FlexSonic® Acoustic Leak Detector)
  - v. UD20/UD30 and UD10 FlexVu® Universal Display

Product warranties do not include cosmetic damage, such as dents, scratches, nicks, chips, fading, or minor peeling of surface coating due to environmental conditions; installation; regular maintenance; normal wear and tear; or abuse by the end-user.

All warranty claims must be made within ten (10) days of expiration of the applicable warranty period.

2. **LIMITED WARRANTY AS TO FIELD SERVICES.** Det-Tronics warrants that field services will be performed in accordance with generally accepted industry standards and practices by competent personnel. Det-Tronics agrees to re-perform any field services it has provided, which are shown to the satisfaction of Det-Tronics to have been performed in a defective or faulty manner. Buyer must provide Det-Tronics notice of such defective or faulty services immediately upon the conclusion of the field service performance in order to effect this field service limited warranty unless otherwise agreed to in writing by Det-Tronics. Det-Tronics shall re-perform such work on an eight (8) hour per day, forty (40) hour per week basis. Re-performance shall constitute the exclusive remedy of Buyer. The cost of overtime, if required, shall be paid by Buyer at the applicable overtime rates in effect at the time the field services are provided.

3. **DISCLAIMER OF WARRANTIES.** THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY DET-TRONICS IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY DET-TRONICS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ANY ADDITIONAL WARRANTIES OR REPRESENTATIONS MADE BY EMPLOYEES, REPRESENTATIVES, OR AGENTS OF DET-TRONICS WHICH ARE NOT EXPRESSLY INCLUDED IN PRODUCT WARRANTIES OR FIELD SERVICE WARRANTIES PROVISIONS HEREIN ARE EXCLUDED AND DISCLAIMED BY DET-TRONICS.
4. **LIMITATION OF REMEDIES AND LIABILITY.** Buyer's exclusive remedy against Det-Tronics for any breach of or default under these Terms and Conditions (including any breach of warranty), any act or omission of Det-Tronics (including its negligence), or any defect in any products or services ordered, delivered, or performed hereunder (including under strict liability in tort and breaches by reason of alleged intellectual property infringements) shall be, at the option of Det-Tronics, (a) the repair or replacement of products or reperformance of services with respect to which claims are made or (b) the refund of the purchase price for such products or services, less a reasonable charge for any actual use thereof which has been made by Buyer. If Det-Tronics so requests, Buyer must either permit Det-Tronics to inspect the products or services or return to Det-Tronics any products with respect to which any claims are made (free and clear of all encumbrances) in accordance with shipping instructions of Det-Tronics and with shipping charges prepaid; provided that Det-Tronics will reimburse Buyer for reasonable shipping charges actually incurred by Buyer at the request of Det-Tronics if it is found that any such returned products failed to comply with the warranty set forth above.

IN NO EVENT SHALL DET-TRONICS BE LIABLE TO BUYER OR ANY OTHER PERSON (A) FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, ADDITIONAL FINANCING COSTS OR LOSS OF USE OF ANY EQUIPMENT OR PROPERTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, NOTWITHSTANDING ANY INDEMNITY OR OTHER PROVISION TO THE CONTRARY, OR (B) FOR DIRECT DAMAGE, OTHER THAN AS EXPRESSLY SPECIFIED IN THE FIRST SENTENCE OF THIS SECTION. TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF DET-TRONICS UNDER THESE TERMS AND CONDITIONS, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY BUYER FOR THE PRODUCTS SOLD OR SERVICES PERFORMED HEREUNDER; PROVIDED, HOWEVER, THE FOREGOING LIMITATION DOES NOT LIMIT THE LIABILITY OF DET-TRONICS FOR ANY INJURY TO, OR DEATH OF, A PERSON CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF DET-TRONICS.

In the event Buyer and the final owner or user of the products or services provided hereunder (the "**End User**") are different parties, Buyer shall obtain from the End User, in favor of Det-Tronics, an agreement that End User will be bound by the remedies extended and limitations on liability imposed in these Terms and Conditions, including the exclusion of consequential damages, or Buyer in lieu thereof will indemnify Det-Tronics from liability, damages, costs, losses, or expenses in excess of those provided for herein.

5. **INDEMNIFICATION.** Buyer will defend, indemnify and hold harmless Det-Tronics and its legal representatives, agents, employees, officers, directors, divisions, subsidiaries, affiliates, parents, and their successors and assigns from and against any and all claims, losses, damages, liabilities, and expenses (including without limitation, reasonable attorneys' fees), arising out of or relating to any injuries or deaths of any person (including Buyer's employees) or damage to any property arising from Buyer's sale, use, unloading, handling or storage of the products sold or services performed hereunder, except to the extent that such damages are attributable to the gross negligence or willful misconduct of Det-Tronics.
6. **ACCEPTANCE OF BUYER'S ORDER OR OFFER.** The acknowledgment by Det-Tronics of Buyer's order or offer to purchase is an acceptance of Buyer's order and intended to embody the complete and exclusive contract of sale in relation to the subject matter hereof, and no understandings or agreements, verbal or otherwise, in relation thereto except as herein expressly set forth or incorporated herein by reference shall be binding on either party.

The acceptance by Det-Tronics of Buyer's order(s) is on the condition that these Terms and Conditions shall apply and shall constitute the complete contract between the parties. No terms or conditions endorsed on, delivered with, or contained in Buyer's purchase order, confirmation of order, specifications, or any other document shall form part of this contract and any verbal or other understandings or agreements which are in any way in conflict with or in addition to these Terms and Conditions shall not be binding on Det-Tronics and shall not be applicable unless expressly agreed to in writing by Det-Tronics herewith or hereafter.

7. **DELIVERY.** Delivery shall be Ex Works (Incoterms® 2020) the Det-Tronics factory in Bloomington, Minnesota, unless otherwise agreed and indicated on the Det-Tronics order acknowledgment. Delivery dates are approximate and are based upon current and anticipated manufacturing capabilities and upon receipt of all necessary information from Buyer. Det-Tronics reserves the right to make delivery in installments, and these Terms and Conditions shall apply to each such installment. Delay in delivery or other default in any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. If delivery of products is delayed due to default in payment of the purchase price or to delay in

receipt of shipping instructions, documents for payment, required inspection, export license or authorization, or other cause for which Det-Tronics is not responsible, charges for demurrage and storage shall be paid by Buyer as more specifically set forth herein. All claims for a delay in delivery shall be deemed waived unless presented to Det-Tronics in writing within thirty (30) days after the delivery of each order. Title to the products will pass to Buyer at the time that Det-Tronics makes them available to Buyer in accordance with the agreed Incoterm.

Det-Tronics will complete the Electronic Export Information (E.E.I.) filing for all export shipments regardless of Incoterm chosen. Det-Tronics, as the U.S. Principal Party of Interest (USPPI), does not give permission to the Buyer or the Buyer's authorized agent to complete the E.E.I. filing. The Buyer or the Buyer's authorized agent will provide all necessary data elements to Det-Tronics necessary for completion of the E.E.I. filing.

Unless otherwise indicated by the agreed-upon Incoterms, all shipping and insurance charges, any duty, and all taxes related to Buyer's order shall be paid by Buyer or consignee of the goods. Buyer agrees that they, an authorized third party or the consignee, will be the Importer of Record for any sales to a foreign jurisdiction and will be solely responsible for all import requirements. Claims for damages in transit must be first asserted against the carrier(s) transporting the shipment. Within seven (7) days after receipt of an order, Buyer must report to Det-Tronics any shortage or damage or discrepancy in products not due to the carrier transporting the shipment; otherwise, claims for such shortage or damage or discrepancy in products will be deemed waived.

8. **FORCE MAJEURE.** Neither party shall be liable for any delays in delivery or for non-delivery or nonperformance, in whole or in part, caused by the occurrence of any event beyond the reasonable control of either party, including but not limited to one or more of the following causes: fires; destruction of plant; strike; lockout; dispute with workmen; epidemic or pandemic; quarantine; flood; accident; delay in transportation; war (whether declared or undeclared); insurrection; riot; blockade; embargo; acts, demands or requirements of the United States, or the country in which or through which delivery is to be made or any state or territory thereof, or of any governmental subdivision thereof; restraining orders resulting from decrees of any court or judge; or any other cause whatsoever, whether similar or dissimilar to those herein enumerated. The existence of any such cause or causes of delay shall extend the time of performance by a time commensurate with the delay resulting from the force majeure event; provided, however, if the event in question continues for a continuous period in excess of one hundred twenty (120) days, either party may cancel such order on ten (10) working days' notice to the other.
9. **CANCELLATION; RETURN OF PRODUCTS.** Orders accepted by Det-Tronics cannot be canceled by Buyer or deliveries deferred or products returned by Buyer except with prior written consent from the Det-Tronics office in Bloomington, Minnesota, and upon terms that will indemnify Det-Tronics against all losses resulting therefrom, including the profit on any part of the order that is canceled and subject to the Det-Tronics standard restocking fees. Det-Tronics reserves the right to cancel any order which Buyer fails to pick up within ninety (90) days of the date that Det-Tronics notifies Buyer that the order is complete and ready for pick-up and assess a restocking fee upon Buyer of thirty-five percent (35%) of the purchase order value in addition to the storage fees in Section 11. When Det-Tronics authorizes the return of products, Buyer shall prepay the shipping charges on such returned products unless otherwise expressly stated by Det-Tronics in its written return authorization. Det-Tronics may immediately cancel an order previously accepted if Buyer commits a material breach of these Terms and Conditions and fails to remedy the breach within ten (10) business days following written notification thereof, if Buyer misuses Det-Tronics confidential information or commits a violation of the Carrier Code of Ethics, or if Buyer becomes insolvent or a petition is filed or proceedings commenced by or against Buyer relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
10. **PRICE, TAXES, AND OTHER CHARGES.** Unless otherwise agreed, the sales price for the products or services excludes all other fees including, but not limited to, customs duties, charges or surcharges, consular fees, sale, use, excise, turnover, occupational or transportation taxes, or any other taxes imposed by any country or political subdivision thereof, which shall be Buyer's responsibility. Pricing quoted by Det-Tronics at the time of Buyer's order is based on the price of materials and other economic conditions as of the date of quotation. Det-Tronics reserves the right to increase pricing at any time prior to delivery or execution of the order in the event of increases in material or other costs due to tariffs, import duties, trade policy, epidemics, foreign exchange rates, or other market conditions. Det-Tronics will provide thirty (30) days prior notice of any such changes to Buyer.
11. **STORAGE FEES.** Det-Tronics reserves the right to assess a storage fee upon Buyer of one-tenth of one percent (0.1%) of the purchase order value per calendar day in the event Buyer fails to pick up an order within thirty (30) days of the date that Det-Tronics notifies Buyer that the order is complete and ready for pick up.
12. **PAYMENT TERMS.** Terms of payment are thirty (30) days net from the date of invoice. For international orders, terms of payment are by satisfactory, irrevocable letter of credit or advance payment prior to delivery as Det-Tronics may elect. Unless otherwise agreed by the parties in writing, on orders for projects, payment milestones will be as follows: 10% paid on purchase order acceptance by Det-Tronics; 30% paid on design acceptance by Buyer; 55% paid on complete shipment of products, and 5% paid on delivery of final documentation. Payment shall be made in the form of check, wire, or irrevocable letter of credit. In no event will cash be accepted. Unless otherwise agreed, all payments shall be in U.S. Dollars. If Det-Tronics agrees to accept payment in a currency other than the currency of sale, the exchange rate shall be

determined on the 10<sup>th</sup> day preceding the due date of the payment ("**Exchange Date**"). The currency exchange rate used for each Exchange Date shall be that published by The Wall Street Journal or such other source as Det-Tronics may reasonably select on such date or, if such source is not published on that date, at the exchange rate the nearest day preceding that day. All indebtedness outstanding after the date due shall bear interest at the rate of twelve percent (12%) per annum or the highest rate permitted by applicable law, whichever is less. Buyer shall reimburse Det-Tronics for its reasonable costs and expenses, including without limitation attorney's fees incurred in connection with efforts, including the institution of legal proceedings, to collect any past due indebtedness hereunder. Acceptance and endorsement by Det-Tronics of an instrument for less than the full amount which claims to be due shall not be deemed to be an admission of payment in full, and any conditions to the contrary which are noted on such an instrument shall not be binding on Det-Tronics. Prices are subject to correction for error.

13. **INFRINGEMENT.** Buyer shall indemnify and hold Det-Tronics harmless from any claim of infringement relating to patents or other misuses of intellectual property rights if such infringement or claim involves products produced or provided by Det-Tronics at Buyer's direction or pursuant to Buyer's specification or is based upon the use of the products in combination with other items where such infringement or claim thereof would not have the same merit under the normal or limited use for which the products were designed.
14. **GENERAL PROVISIONS.** Det-Tronics reserves the right to correct any typographical or clerical errors in any of the writings issued by it. Buyer may not assign any rights or delegate any performance owed under these Terms and Conditions without the written consent of Det-Tronics. Det-Tronics may assign any rights or delegate any performance owed hereunder to any affiliate of Det-Tronics. Det-Tronics shall have the right to credit toward the payment of any monies that may become due to Det-Tronics hereunder any sums which may now or hereafter be owed to Buyer by Det-Tronics. The validity, performance and interpretation of all matters relating to the interpretation and effect of these Terms and Conditions, the purchase order, and any amendment hereto shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Minnesota. All disputes arising in connection herewith shall be resolved, if not sooner settled, by a court of competent jurisdiction located in Hennepin County, Minnesota, U.S.A. Buyer shall pay Det-Tronics all fees, costs, and expenses of Det-Tronics reasonably incurred in the enforcement of the rights of Det-Tronics under or with respect to these Terms and Conditions and the purchase order, including, without limitation, reasonable attorneys' fees.
15. **NON-DISCLOSURE OF CONFIDENTIAL AND/OR PROPRIETARY INFORMATION.** Buyer shall not disclose any technical or proprietary information, including but not limited to price lists and product specifications, furnished by Det-Tronics or acquired by Buyer by virtue of or as a result of the implementation of these Terms and Conditions or the purchase order to any person, firm, body or corporate authority and shall make all endeavors to ensure such technical or proprietary information is kept CONFIDENTIAL. Title to such technical or proprietary information imparted or supplied by Det-Tronics to Buyer shall at all times remain the absolute property of Det-Tronics.
16. **INTELLECTUAL PROPERTY RIGHTS.** "**Intellectual Property Rights**" or "**I.P.R.**" means rights in patents, utility models, trade or service marks, trade names, copyrights (including rights in computer, firmware, software, and databases) and moral rights, design rights, inventions, discoveries, confidential information, rights in know-how, and rights to all or any other industrial or intellectual property, in any format now known or hereafter devised, whether or not registered or capable of registration including, where the context allows, applications for the grant of any of the foregoing and the right to apply for any of the foregoing, and all rights or forms of protection having an equivalent or similar effect to any of the foregoing which may now exist or are hereafter created in any part of the world. All I.P.R. in products, designs, documentation, data, processes, methods, and other intellectual property that is owned, claimed, designed, developed, generated, invented, fixed, or produced by Det-Tronics in connection with these Terms and Conditions will be and remain the sole and exclusive property of Det-Tronics and will not be deemed to be "works made for hire" or "commissioned works" for Buyer. Without limiting the foregoing, Det-Tronics reserves the right to use such items for others and to license the use of such items to others.
17. **SOFTWARE LICENSE.** "**Software**" shall mean any proprietary software of Det-Tronics provided for the ordinary operation of Det-Tronics products, any optional software to enhance the operation of Det-Tronics products, and any upgrades or revisions of the same provided by Det-Tronics in fulfillment of this order or at Buyer's request in relation to Det-Tronics products. Buyer is granted a limited license for any Software and related user documentation delivered by Det-Tronics, whether as part of any product or provided separately. This limited license allows Buyer to: a) use the Software and user documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with the particular Det-Tronics products intended for use with such Software as supplied by Det-Tronics, and b) in accordance with the terms of any end-user license agreements or other license terms and conditions that may be included with the Software. Buyer may not distribute copies of Software or documentation to others. Buyer may not decompile, reverse-engineer, disassemble, or otherwise reduce the Software to human-perceivable form or create derivative works. Buyer may not assign, sublicense or otherwise transfer the Software without the prior written consent of Det-Tronics. Buyer agrees not to expose the Software to any claim, lien, conversion, or any other encumbrance.
18. **DATA RIGHTS.** Buyer acknowledges and agrees that Det-Tronics may monitor Buyer's use of the products and services provided hereunder and hereby grants to Det-Tronics and its affiliates a non-revocable, non-exclusive, perpetual, sub-licensable, worldwide, royalty-free right and license to receive, host, store, analyze, process, enhance, copy, transmit,

modify, create derivative works of, maintain, display or otherwise use such data (a) to provide services in accordance with this Agreement, and (b) to generate usage statistics and usage data which Det-Tronics may use for any business purpose during or after the term of this Agreement, including but not limited to (i) improve the products or services provided hereunder, (ii) produce and share aggregated insights from the usage statistics or usage data, or (iii) compare usage and adoption rates of Buyer's and other organizations; provided, however, that Det-Tronics will only use such usage statistics and usage data in an anonymized, de-identified or aggregated form ("**De-Identified Data**"). For the avoidance of doubt, Buyer data does not include De-Identified Data; Det-Tronics will not disclose or provide Buyer data or Buyer's identities to third parties, except as provided in this Agreement or applicable privacy policies of Det-Tronics or its affiliates; and Det-Tronics shall own all right, title and interest in and to De-Identified Data, the usage statistics, and usage data, including without limitation all Intellectual Property Rights therein.

19. **CHANGES.** Buyer may make changes, additions, or deletions to specifications, drawings, and other descriptions and conditions recited in the related document(s) upon written notice to Det-Tronics. If any such change(s), addition(s), or deletion(s) initiated by Buyer affects the cost of manufacture or time of delivery, Det-Tronics shall give Buyer written notice thereof within two (2) weeks from the date of receipt of Buyer's notice or such longer time as is reasonable under the circumstances, which shall include changes of Det-Tronics to the proposed cost and/or delivery. Buyer shall then give the instruction within a period of two (2) weeks after receipt thereof as to whether Buyer accepts the notice of proposed cost and/or delivery changes from Det-Tronics. In case of withdrawal of change(s), addition(s), deletion(s) during the above period(s), the original contract price and/or delivery shall remain unchanged.
20. **FEDERAL ACQUISITION REGULATIONS.** The Software, components, products, equipment, and services offered by Det-Tronics are commercial items as defined by the Federal Acquisition Regulations ("**FAR**"), and the prices in any resulting contract and in any change proposal are based on the standard commercial accounting policies and practices of Det-Tronics which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Det-Tronics agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Det-Tronics will not agree to submit or certify to any cost or pricing data, nor will Det-Tronics agree to any requirements to establish price reasonableness under FAR Part 15 or similar regulations. In stating its position, Det-Tronics refers to FAR Part 12 - "Acquisition of Commercial Items." All Sales under \$3,000 are made pursuant to FAR Part 13, Simplified.
21. **EXPORT CONTROL.** The following export control provisions apply to all sales hereunder:
  - (a) Buyer understands and acknowledges that the commodities, materials, hardware, software, and technology Buyer receives from Det-Tronics pursuant to these Terms and Conditions (each a "**Seller Product**" for purposes of this Section 21) may be subject to various export controls laws and regulations, and transactions involving such Seller Products may be subject to various trade and economic sanctions laws and regulations, including the United States Department of the Treasury's foreign assets control regulations (31 C.F.R. Subtitle B, Chapter V, as amended), the United States Department of Commerce's Export Administration Regulations ("**E.A.R.**"), any enabling legislation or Executive Orders relating thereto, or laws and regulations of a similar nature administered and enforced by the European Union, its Member States, and other government authorities with relevant jurisdiction (collectively, "**Trade Control Laws**"). Buyer shall conduct all activities under these Terms and Conditions in compliance with applicable Trade Control Laws and shall not use, export, re-export, resell, transfer, release, or dispose of (each an "**Export**") Seller Products in violation thereof.
  - (b) Buyer shall be responsible for obtaining all licenses, approvals, permits, or other authorizations as may be required to export or re-export Seller Products and for obtaining all authorizations required to import Seller Products into countries outside of the United States.
  - (c) Buyer represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is: (1) located, organized, or resident in Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine (each a "**Restricted Country**"); or (2) (i) designated on an applicable Government prohibited parties list, such as, without limitation, the United States Department of the Treasury's Office of Foreign Assets Control's ("**OFAC**") Specially Designated Nationals ("**S.D.N.**") and Blocked Persons List, or the European Union's Consolidated List of Sanctions, or (ii) owned or controlled by such listed party (collectively, a "**Denied Party**").
  - (d) In performing under these Terms and Conditions, Buyer will not use or, directly or knowingly indirectly, Export Seller Products: (1) to a Restricted Country; (2) to a Denied Party; (3) for an unauthorized end-use; or (4) otherwise in violation of Trade Control Laws.
  - (e) Det-Tronics has the right to terminate Buyer's order and these Terms and Conditions effective immediately in the event of any of the following: (1) Buyer becomes a Denied Party; (2) Buyer violates Trade Control Laws with respect to any of the activities subject to these Terms and Conditions; or (3) Det-Tronics reasonably determines that its Trade Control Laws compliance obligations prohibit its performance (each a "**Trade Controls Event**"). Termination under this clause shall be deemed a termination for just cause, relieving Det-Tronics of any obligation to make further sales or provide

further services (including warranty, repair, replacement, or guarantee services) under these Terms and Conditions or to deliver any Products to Buyer.

(f) Buyer shall hold Det-Tronics harmless against all liabilities and, to the extent permitted by Trade Control Laws, indemnify Det-Tronics for all costs, expenses, damages, and losses incurred by Det-Tronics arising from a Trade Controls Event. In no event shall Det-Tronics be liable for any special, incidental, exemplary, or consequential damages, including but not limited to lost profits, fines, or penalties imposed on Buyer by relevant governmental authorities, arising in connection with the performance of Det-Tronics under these Terms and Conditions, including but not limited to delays, fees, or limitations imposed in connection with Trade Control Laws.

22. **COMPLIANCE WITH CARRIER CODE OF ETHICS.** Buyer acknowledges having read and understood the requirements and principles of the Carrier Code of Ethics (available at [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)) ("**Code**"), and the business practices addressed therein, including but not limited to compliance with business practices governing improper payments, money laundering prevention, trade control, competition law and working with governments, which are a fundamental part of, and incorporated into, these Terms and Conditions. Buyer represents and warrants that it shall comply with the Code and related business practices and shall be responsible for its employees' noncompliance with the Code or related business practices.
23. **COMPLIANCE WITH LAWS.** Buyer represents, warrants, certifies, and covenants that it will comply with all laws applicable to the products, services, and the activities contemplated or provided under these Terms and Conditions, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance, and all lawful orders, including judicial orders, rules, and regulations issued thereunder.
24. **WAIVER.** No claim or right arising out of a breach of these Terms and Conditions or purchase order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provisions hereof shall not be construed as a waiver of a party's right thereafter to enforce each and every such provision.
25. **SEVERABILITY.** All provisions herein are severable, and unenforceability of any one provision shall not affect the validity of any other provisions hereof.
26. **DISCLAIMER OF SERVICES.** Any technical assistance, recommendations, or suggestions provided by Det-Tronics are provided for informational purposes only and are dependent upon there having been full, complete, and accurate information provided to Det-Tronics. The End User and the installer are the ultimate decision-makers and are responsible for ensuring that the actual installation is fully compliant with all local codes, is fully approved by the authority having jurisdiction, and achieves the desired performance. Recommendations of Det-Tronics cannot take into consideration unreported or missing data or unknown or future site conditions.
27. **NUCLEAR LIABILITY INDEMNIFICATION AND LIMITATION OF LIABILITY.** This Section 27 pertains only to transactions in which Det-Tronics sells products or services ultimately destined for use in a Nuclear Facility. A **Nuclear Facility** is the entire site on which any nuclear operations are conducted and includes but is not limited to commercial or governmental nuclear power plants or reactors; university or other research facilities with nuclear reactors; vessels using nuclear energy or storing nuclear weapons; or facilities engaged in nuclear waste processing, or functioning as a temporary repository or as a burial site. For such transactions, neither Det-Tronics nor its subcontractors, suppliers, or employees will be liable for any loss of, damage to, or loss of use of any property, including Buyer'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 from any nuclear risk or hazard. Buyer waives and will require its insurers to waive all rights of recovery against Det-Tronics and its subcontractors, suppliers, and employees on account of such loss, damage, loss of use, injury, or illness. Buyer shall be responsible for and shall indemnify and hold harmless Det-Tronics and its subcontractors, suppliers, and employees (including with respect to attorneys' fees, investigative costs, and other defense expenses) from all claims by any third party resulting from any cause, including the negligence of Det-Tronics, 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 Nuclear Facility.

In no event and under no circumstances shall Det-Tronics, its subcontractors, suppliers, or employees be liable to any person or entity (including Buyer) for damages caused by reason of unavailability of the Nuclear Facility, Nuclear Facility outage, Nuclear Facility 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 any other special, incidental, indirect or consequential loss or damage of any nature whatsoever. Buyer shall hold Det-Tronics and its subcontractors, suppliers, and employees harmless from and indemnify them with respect to any such loss or damage claimed by any third party.

For sales subject to this Section 27, the total aggregate liability of Det-Tronics and its subcontractors, suppliers, and employees arising out of or in connection with any order issued hereunder, from any cause whatsoever, whether based on breach of contract or in tort (including negligence, strict liability, products liability, gross negligence or otherwise), under any warranty, on any other theory of public or private law creating any kind of liability whatsoever, or for personal injury or property damage (including loss of use of, evacuation of, or damage to any property) shall in no event exceed the price paid by Buyer for the products sold or services performed hereunder.

Buyer shall, at its cost, secure and maintain in force insurance protection (in which Det-Tronics and its subcontractors and vendors by name or description are additional insured or beneficiaries of waivers of subrogation) against liability or loss arising out of or arising from a nuclear incident, including the following:

- a. Nuclear property and liability insurance of the type issued by American Nuclear Insurers (ANI) or equivalent insurance, in the maximum obtainable amounts and in such form as shall meet the financial protection requirements of the Nuclear Regulatory Commission pursuant to Subsection 170(b) of the Atomic Energy Act of 1954, as amended, or, for Nuclear Facilities subject to non-US regulatory conventions, regulations or law, nuclear property and liability insurance of the type, in the maximum obtainable amounts, and in such form as shall meet the financial protection requirements of such applicable conventions, regulations or law.
- b. A government indemnity agreement with the Nuclear Regulatory Commission pursuant to Subsection 170(c) of the Atomic Energy Act of 1954, as amended or, for Nuclear Facilities subject to non-US regulatory conventions, regulations or law, a government indemnity agreement as provided by such applicable conventions, regulations or law.

The insurance and indemnities required above shall be maintained in effect as to each unit on the site from the day nuclear fuel is first shipped to the site at which such unit shall be located and shall continue in effect for so long as such unit is operated or there is any chance of a nuclear incident.

**Agreed and Acknowledged by Buyer:**

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_