

TERMS AND CONDITIONS – Performance Parts

“Company” shall mean Hussmann Corporation. “Customer” shall mean the buyer of parts.

1. Acceptance. These terms and conditions are an integral part of Company's sale and form the basis of any agreement (the "Agreement") for the sale of the described parts (the "Part" or "Parts"). All Customer terms are rejected. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Parts in accordance with scope and terms and conditions herein. If Customer does not reject or object in writing to Company within 5 days, Company's counter-offer will be deemed accepted. Customer's acceptance of parts by Company will in any event constitute an acceptance by Customer of these terms and conditions. All proposals are subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. Manufacturer's gross receipts, consumer, sales, or use tax, (Federal, Provincial, State, or Local), payable on the transaction under any applicable statute, code, or regulation shall be added; and cost of transportation, shipping and handling shall be added. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status prior to invoicing.

3. Force Majeure. Company's duty to perform under this Agreement and the prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic, epidemic, quarantine, (including without limitation, COVID-19 infection (Coronavirus)) insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts parts to the direct or indirect benefit of the government

4. Warranty. Company warrants to the original purchaser its aftermarket parts to be free from defects in material and workmanship under normal use and service for a period of 90 days from the date of shipment. A new or remanufactured part will be provided without a charge, provided the defective part is returned to Company and deemed a true warranty failure. The replacement part assumes the unused portion of the warranty remaining. Any parts determined not to be warrantable or not returned, will be charged to the account on file at the time the part order was placed.*

THIS WARRANTY SHALL NOT APPLY TO LOSS OF FOOD, REFRIGERANT OR CONTENTS OF THE PRODUCTS DUE TO FAILURE FOR ANY REASON. Company shall not be liable for payment of labor for any removal or installation of warrantable parts.

***Company reserves the right to alter or change the terms of its limited warranty at anytime and without notice. The warranty policy that applies to your purchases shall be the one in effect on the date of product shipment. For current policy guidelines, additional warranty schedules, warranty claim procedures, and forms; go to www.Hussmann.com.** Exclusions from this Warranty and Customer's claims include damage or failure arising from: wear and tear; corrosion, erosion, deterioration.

No liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty for Parts shall be limited to the purchase price of the Part shown to be defective.

THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE.

5. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

6. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so subject to Company's manuscript additional insured endorsement. Company does not waive any rights of subrogation

7. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation

of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OF FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the part under the applicable order. **COMPANY DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND (WHETHER DIRECT OR INDIRECT) ARISING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

9. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the Parts manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

10. Shipping. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Parts on or before the estimated delivery date and will notify Customer if the estimated delivery dates cannot be honored and will deliver the Parts as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery times. All Part sales with destinations to Canada, Mexico or the U. S. shall be made FCA Company's U.S. manufacturing facility or warehouse (Incoterms 2000) and shall be invoiced to and become the property of Customer upon tender of delivery thereof to the carrier. All Part sales with destinations outside Canada, Mexico and the U. S. shall be made Ex Works "EXW" (Incoterms 2000) Company's U.S. manufacturing facility or warehouse and shall be invoiced to and shall become the property of Customer upon tender of delivery thereof to the carrier. Customer shall have the right to specify the method of transportation for the Parts and the common carrier to be used. Absent such specification, the Company shall ship the Parts by a reliable common carrier of its own selection in order to meet the delivery schedule and invoice Customer for all applicable charges (including handling) associated with such shipment. Title and risk of loss or damage to Parts will pass to Customer upon tender of delivery of such to carrier at Company's U.S. facility or warehouse, which delivery shall constitute delivery to Customer for all purposes. If Company arranges for shipping, shipping and handling shall be added to the quoted prices.

11. Cancellation. If, all or any portion of an order is cancelled by Customer, Customer shall be liable to Company for cancellation charges including but not limited to Company's incurred costs and such profit as would have been realized by Company from the transaction had the order not been cancelled by Customer.

12. Payment. Customer shall pay Company's invoices within net 30 days of invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Parts to secure payment in full of all amounts due Company and its order for the Parts, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Parts free of all taxes and encumbrances, and shall not assign or transfer any interest in the Parts until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Parts prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order.

13. Claims For Shortages. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Parts do not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Parts, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Parts returned by Customer which are not found by Company to be nonconforming.

14. Return Policy.

Company will issue an exchange or refund for most item(s) returned in new and unused condition within 30 calendar days of original invoice date. Non-defective part returns and returns due to customer error are subject to a 25% re-processing fee. Customer is responsible for all shipping charges associated with the return of these item(s). The item(s) must be in the original packaging and include all parts, packing materials and other accessories/components. The item must be in new and unused condition. If the item has been installed or damaged in any manner the return will be denied/cancelled and Customer will be responsible for all shipping charges to retrieve the item from our facility.

All return requests must be pre-approved by Hussmann Performance Parts and a Return Material Authorization (RMA) number must be provided, prior to shipping the parts back to Hussmann. Painted, custom made or assembled parts will not be approved for return. Requests for RMA's may be obtained by calling 855-487-7778 or email: amparts@hussmann.com

RMA Instructions:

1. Contact Hussmann Parts at 855-487-7778 or amparts@hussmann.com to obtain an RMA number.
2. Completely fill out the RMA form that will be emailed to you, based on approval.
3. Place the form in the box with the item(s) being returned.
4. Clearly mark the outside of the box with the RMA number.

Ship the item(s) to:

Hussmann Performance Parts
12901 Enterprise Way #22 Bridgeton, MO 63044

15. Export Laws. The obligation of Company to supply Parts under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Any such refusal or cancellation by Company will not constitute a breach of obligation by Company under this Agreement. Customer waives any and all claims against Company for any loss, cost or expense, including consequential damages that Customer may incur by virtue of such refusal or cancellation.

16. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Parts shipped to a US location and the laws of the province to which Parts are shipped within Canada, without regard to its conflict of law principles, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Parts are being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

17. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

18. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Parts ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

Parts shall not be resold to or used in work for any government entity, unless Company is made aware in advance of the sale.

This provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Parts is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

19. Nuclear Liability. In the event that the Parts sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

June 2023