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1. **Scope of Application**

Any sales, deliveries and other services KIMO RHVAC Controls GmbH (hereinafter individually referred to as 'KIMO RHVAC') having a cross-border dimension are exclusively based on these General Terms and Conditions of Sale, Delivery and Service – International (hereinafter referred to as "General Terms and Conditions of Sale – International" or "GTCS-I"), which the Ordering Party acknowledges and accepts by placing the order or by accepting the delivery or service (the Ordering Party and KIMO RHVAC are hereinafter also referred to as 'Party' and collectively as "Parties"). These GTCS-I are an integral part of all contracts that KIMO RHVAC concludes with the Ordering Party with respect to deliveries of goods and/or provision of services offered by KIMO RHVAC (both hereinafter collectively or individually referred to as "Deliveries"). These GTCS-I shall also apply to any future business transactions with the Ordering Party, even if they are not explicitly agreed upon or referred to as contractual basis again. The application of any deviating or additional terms and conditions of the Ordering Party or any third party is excluded even if KIMO RHVAC does not explicitly reject them. Even if KIMO RHVAC refers to a letter containing terms and conditions of the Ordering Party or a third party or any reference thereto, this shall not be construed as an acknowledgement of the applicability of such terms and conditions.

2. Conclusion of Contract

- 2.1. Product and service presentations of KIMO RHVAC, including those at trade fairs, including virtual ones, in catalogues, including electronic ones, in price lists, on KIMO RHVAC websites or elsewhere on the Internet shall not constitute a binding offer to enter into an agreement. They shall only be regarded as a non-binding invitation to make an offer to order services. In response to such invitation, the Ordering Party may submit a binding offer to enter into a contract. Notices of receipt sent by KIMO RHVAC, for example using emails generated automatically, only acknowledge the receipt of such offer and shall not be regarded as acknowledgement or acceptance of such offer.
- 2.2. If an order of the Ordering Party can be regarded as a binding offer, KIMO RHVAC may accept such offer within two weeks after receipt.
- 2.3. The offers submitted by KIMO RHVAC are non-binding and subject to change.
- 2.4. The Ordering Party undertakes to notify KIMO RHVAC of all relevant specifications, properties, features and performance characteristics of the Deliveries, its application and the planned site/deployment location prior to conclusion of the contract. In this regard, the Ordering Party is responsible for ensuring that the Deliveries exhibit the Ordering Party's desired specifications and that they satisfy the requirements of the system (as a whole) into which the Deliveries may be incorporated. If the Ordering Party fails to meet this obligation, Deliveries will be delivered that are designed for customary use.

KIMO RHVAC reserves the right to make any necessary changes and improvements but is under no obligation to do so.

- 2.5. A contract shall be concluded only when KIMO RHVAC expressly confirms the offer in writing, by telefax, by email or in other electronic form and shall be based exclusively on the contents of the order confirmation and these GTCS-I. Any oral agreements or commitments must be confirmed by KIMO RHVAC in writing in order to become effective.

If the Deliveries in question are a repair, the Ordering Party undertakes to provide KIMO RHVAC with a detailed history of the object being repaired and a description of the defect in text form.

- 2.6. The legal relationship between KIMO RHVAC and the Ordering Party shall be governed solely by the express order confirmation and these GTCS-I. These reflect the entire agreement between the Parties with respect to the Deliveries. Unless otherwise expressly agreed upon by the Parties, services shall mean the provision of services in accordance with the statutory provisions on service contracts, only.

KIMO RHVAC is entitled to perform the Deliveries itself or through third parties.

Any oral commitments made by KIMO RHVAC before the conclusion of the contract shall not be legally binding. Any oral agreements between the Parties shall be substituted by the written

contract, unless it is explicitly confirmed therein that they shall continue to be effective and legally binding. Any amendments or modifications to agreements entered into, including the order confirmation and these GTCS-I, must be made in writing in order to be effective. Except for managing directors and persons having full power of attorney, the Employees * of KIMO RHVAC shall not be authorised to enter into any deviating oral agreements. The requirement of written form shall also be deemed as fulfilled by sending a telefax or an email; whilst in the event of transmission by email, the statement contained therein shall only be valid if the sender adds their name and signs the electronic document with a qualified electronic signature in the sense of article 14 para. 2^{bis} Swiss Code of Obligations (*Schweizerisches Obligationenrecht*, "CO"). In respect of a contract, each Party must sign an identical document with a qualified electronic signature.

- 2.7. Any details provided by KIMO RHVAC regarding the Deliveries (e.g. weight, dimensions, performance, output, utility values, capacity, tolerances and technical data) as well as the presentation thereof (e.g. drawings and illustrations) shall have only approximate validity unless an exact correspondence of data and values is required for the usability of the Deliveries for the contractually agreed purpose, if any. They neither represent any guaranteed qualities nor characteristics but are only descriptions of the Deliveries. Deviations that are customary in trade or that are due to legal provisions or deviations that represent technical improvements as well as the replacement of components by equivalent parts shall be admissible as far as the use for the contractually agreed purpose is not impaired thereby.
- 2.8. KIMO RHVAC reserves all rights, especially rights of title and copyrights, relating to offer and sale documents (particularly calculations, illustrations, drawings and details of weights and dimensions) and samples. These may only be disclosed to third parties with the prior written permission of KIMO RHVAC and must be returned to KIMO RHVAC immediately upon request.
- 2.9. The performance of the contract on the part of KIMO RHVAC is subject to the proviso that there are no national or international provisions of foreign trade law and no embargoes (and/or any other sanctions) opposing such performance.
- 2.10. In connection with Deliveries from KIMO RHVAC, the Ordering Party agrees to refrain from the following business transactions in all circumstances:
 - 2.10.1. business transactions with persons, organisations or institutions which are included in a sanction list pursuant to EU regulations or US export rules;
 - 2.10.2. business transactions with embargoed countries;
 - 2.10.3. business transactions for which the required approvals have not been granted;

* For the sake of clarity, only the term 'employee' is used in this GTC-N.

Please note that for the purpose of this GTC-N a reference to any particular gender is meant as and implies a reference to all genders. Thus, when the grammatical subject 'Employee' is singular, the pronoun 'they' or 'their' is used in its singular form and meaning to show that we are referring to someone of an unknown or unspecified gender. This applies in particular to the term "employee" (f/m/d).

2.10.4. business transactions which could be made in connection with NBC weapons or for a military end use.

2.11. Any serious contravention or repeated contraventions against the contract and/or these GTCS- I shall be a reason for an immediate termination or another form of cancellation of the contractual relationship.

3. Delivery Type, Delivery Dates and Deadlines

3.1. The place of performance for the Deliveries is the registered office of KIMO RHVAC unless the Parties have expressly agreed upon a different place of performance.

3.2. Dates and deadlines for the Deliveries shall only be binding if KIMO RHVAC has confirmed them in writing and if the Ordering Party has made available to KIMO RHVAC in good time any and all information, documents, associated services and supplies necessary for execution of the Deliveries, has issued any and all necessary approvals and has made any contractually agreed down payments. The defence of non-performance of contract is reserved. The agreed deadlines shall start with the date of the order confirmation. In the event of any subsequent additional orders or an extension of the order, the deadlines shall be extended accordingly. If shipment has been agreed, the delivery deadlines shall refer to the date when the Deliveries are handed over to the forwarding company, carrier or any other party charged with transportation. KIMO RHVAC, without prejudice to its rights arising from a default of the Ordering Party, may request an extension or postponement of the delivery deadlines by the period of time during which the Ordering Party fails to comply with its contractual obligations vis-à-vis KIMO RHVAC.

3.3. Any unforeseen and unavoidable events beyond KIMO RHVAC's scope of influence and for which KIMO RHVAC cannot be made responsible, such as force majeure mobilisation, war, civil commotion, uprising, revolution, embargos, natural disasters directives issued by public authorities, operational disorders of any kind, difficulties with the procurement of material and energy, delays in transportation, lack of labour, energy or raw materials, incorrect or delayed deliveries from suppliers, labour disputes and/or legal lockouts strike, pandemics, pandemic prevention measurements, serious fire, flood, typhoon, earthquake shall release KIMO RHVAC from its obligation to provide timely delivery or services for the duration of the event concerned. Agreed deadlines shall be extended for as long as the event lasts; the Ordering Party shall be informed appropriately about the occurrence of the event. If the end of the disturbance is not foreseeable or if the event lasts for more than three months, each Party shall be entitled to withdraw from the contract.

3.4. If the Deliveries from KIMO RHVAC are delayed, the Ordering Party shall be entitled to cancellation only if KIMO RHVAC is responsible for the delay and if an adequate period of time set by the Ordering Party for the fulfilment of the Deliveries has lapsed without success.

3.5. If the Ordering Party is in default with the acceptance of the Deliveries or if it culpably violates any other obligations to cooperate, KIMO RHVAC, subject to the provisions of section 4.3, shall

be entitled to store the delivery appropriately at the risk and costs of the Ordering Party and to claim further additional expenditures from the Ordering Party. Further claims remain reserved. If previously mentioned conditions apply, the risk of accidental loss or accidental deterioration of the Deliveries shall pass to the Ordering Party at the time the Ordering Party is in default of acceptance. Without prejudice to its other rights, KIMO RHVAC shall be entitled to cancellation if a reasonable grace period granted to the Ordering Party for the acceptance of the Deliveries has lapsed without success.

- 3.6. KIMO RHVAC shall be entitled to provide partial Deliveries if the partial Deliveries can be used by the Ordering Party in the framework of the contractually agreed purpose, the delivery of the remaining Deliveries is safeguarded, and no significant additional work or expenses arise for the Ordering Party as a result of the partial Deliveries. KIMO RHVAC may remedy the objection of additional costs by bearing such costs.

4. Shipping, Transfer of Risk, Insurance

- 4.1. As far as the Ordering Party has given no directives, it shall be within the reasonable discretion of KIMO RHVAC to dispatch the agreed Deliveries by adequate means of transportation and in standard packaging.
- 4.2. The risk shall pass to the Ordering Party at the latest when the Deliveries are handed over to the transportation or forwarding company, the carrier or any other third party responsible for executing the transportation or to the Ordering Party itself, with the start of the loading process being definitive in this regard. This shall apply even when partial Deliveries are made or when KIMO RHVAC has agreed to carry out additional Deliveries (e.g. shipping or installation). When the handing over or shipping of the Deliveries are delayed due to reasons for which the Ordering Party is responsible, the risk shall pass to the Ordering Party on the day when a ready-for-dispatch note regarding the Deliveries has been issued.
- 4.3. The costs for storing after the risk has passed to the Ordering Party shall be borne by the Ordering Party. In the event of storage by KIMO RHVAC, the storage costs shall be 0.25% (zero-point twenty five percent) of the invoice amount for the Deliveries to be stored per each elapsed week.
- 4.4. KIMO RHVAC shall insure the Deliveries against theft, breakage, fire and water damage or any other insurable risks only upon the explicit request of the Ordering Party and at the latter's costs.

5. Prices, Terms of Payment

- 5.1. If the Ordering Party and KIMO RHVAC have not agreed upon a specific price for the Deliveries, the price is based on the price list of KIMO RHVAC valid at the time of conclusion of the contract or, if such price cannot be taken or derived from the price list, the tariff remuneration is deemed

to be agreed if a tariff exists and, if no tariff exists, the usual remuneration is deemed to be agreed.

- 5.2. In respect of Deliveries, all KIMO RHVAC prices are ex works, including the costs for standard packaging and excluding any costs for special packaging, customs duties, travel/visa/accommodation costs and other travel-related expenses. Any additional and special services, including overtime, night work and work at weekends/on public holidays, will be invoiced separately. Travelling time will be charged as working time.
- 5.3. In the event of Deliveries whose net order value (price excluding forwarding expenses, VAT, customs, etc.) is below € 100.00 (Euro one hundred), KIMO RHVAC is entitled to a small order handling fee of € 58.00 (Euro fifty-eight).
- 5.4. In the event of Deliveries whose net order value is at least € 100.00 (Euro one hundred) being divided, at the request of the Ordering Party, into separate partial deliveries, KIMO RHVAC is, due to extra processing expenses, entitled to a handling fee of € 58.00 (Euro fifty-eight) for each separate partial delivery with a net order value of below € 100.00 (Euro one hundred).
- 5.5. The full amount of all invoices or any equivalent payment schedules shall be due for payment immediately after receipt. A prompt payment discount may only be deducted upon respective written agreement between the Ordering Party and KIMO RHVAC. In the event of non-payment, the Ordering Party shall, however, be in default 30 (thirty) days after the due date and receipt of the invoice or equivalent payment schedule at the latest without any further notice or reminder from KIMO RHVAC being required if the calendar date for payment is not defined or definable in/from an individual contract or on the invoice or equivalent payment schedule.
- 5.6. In the event of default in payment, KIMO RHVAC shall be entitled to charge the interest rate, which is 9 (nine) percentage points per annum and a lump sum fee of € 40.00 (Euro forty). The right to claim any further damage due to delay shall remain unaffected.
- 5.7. Drafts, bills of exchange and cheques shall only be accepted as payment if this has been agreed separately and without any costs or fees for KIMO RHVAC; they shall be considered as payment only after they have been honoured or cashed.
- 5.8. The Ordering Party is not entitled to offset any claims of KIMO RHVAC with counterclaims of the Ordering Party.
- 5.9. The Ordering Party is not entitled to withhold any payments.
- 5.10. If, after the conclusion of the contract, KIMO RHVAC recognises that there is a risk that the Ordering Party might not be able to perform, KIMO RHVAC shall be entitled to provide any outstanding Products and Services only against advance payment or security. If the advance payments or the securities have not been provided even after an adequate grace period granted for performance has elapsed, KIMO RHVAC shall be entitled to withdraw, entirely or partially, from individual or all contracts concerned. The right of KIMO RHVAC to assert further claims remains unaffected.

6. Agreement on Quality without Guarantee

- 6.1. KIMO RHVAC shall warrant that the Deliveries have the agreed quality at the moment of the transfer of risk; this quality shall be based exclusively on the concrete agreements concluded in writing between the Ordering Party and KIMO RHVAC with respect to the properties, features and characteristics of the Deliveries.
- 6.2. It is neither the intention of KIMO RHVAC, nor is the contract between the Ordering Party and KIMO RHVAC designed in such a way, that KIMO RHVAC assumes any additional commitment (guarantee) regarding the quality of the Deliveries beyond the agreement on quality as defined in section 6.1.
- 6.3. Pursuant to section 6.2, any data contained in catalogues, price lists (including in electronic form) and any other information material provided to the Ordering Party by KIMO RHVAC shall in no way be deemed to represent any kind of guarantee for particular properties of the Deliveries or the suitability of the Deliveries for a particular purpose.

7. Warranty, Obligation to Inspect

- 7.1. In accordance with the provisions set forth below in this section 7, KIMO RHVAC shall provide warranty for any defects of the Deliveries. Warranty shall not apply if the Ordering Party modifies the Deliveries or has it modified by a third party without the consent of KIMO RHVAC, thereby making the remedy of defects impossible or complicating it in an unacceptable way. Whatever the circumstances, the Ordering Party shall bear the additional costs for the remedy of defects resulting from the modification.
- 7.2. The Ordering Party may claim warranty rights only if it has inspected the Deliveries and reported any defects in writing to KIMO RHVAC without delay, but no later than two weeks after handover. Any hidden defects must be reported to KIMO RHVAC in writing as soon as they have been detected. In the event of any damage to the packaging, e.g. to the cardboard box or protective film, the Ordering Party must record this on the transport paperwork of the transport company, forwarder, carrier or other third party responsible for executing transportation.
- 7.3. In the event of any notice of defects, KIMO RHVAC shall be entitled to inspect and examine the Deliveries which are the subject of the complaint. The Ordering Party shall grant to KIMO RHVAC the necessary period of time and opportunity for this purpose. KIMO RHVAC shall also be entitled to request that the Ordering Party return the Deliveries subject to complaint to KIMO RHVAC at the Ordering Party's costs. The return must be within two weeks of notice of defect. If a notice of defect by the Ordering Party turns out to be unjustified, the Ordering Party shall be obligated to reimburse all expenses incurred by KIMO RHVAC in this regard, e.g. inspection costs, wages, travel expenses, installation costs and shipping costs.

- 7.4. Defects for which KIMO RHVAC has to provide warranty shall be remedied by KIMO RHVAC, at its own discretion, either by repairing the defect without any costs for the Ordering Party, by providing a part free from defects or by replacing the entire delivery item (supplementary performance).
- 7.5. The Ordering Party shall grant to KIMO RHVAC the necessary period of time and opportunity for the repair or the replacement delivery. Only in urgent cases where operational safety is at risk or to prevent disproportionately high damage or where KIMO RHVAC is in default with remedying the defect shall the Ordering Party be entitled to remedy the defect itself or have it remedied by a third party once KIMO RHVAC has in advance been notified without delay and to request the reimbursement of all necessary and proven costs from KIMO RHVAC, unless the Ordering Party is responsible for bearing the costs in accordance with the final sentence of section 7.3.
- 7.6. If KIMO RHVAC replaces parts in the context of supplementary performance pursuant to section 7.4, any replaced parts must be returned. KIMO RHVAC shall be entitled to take back any defective delivery items against reimbursement even outside the warranty period.
- 7.7. KIMO RHVAC shall not assume any warranty for damage caused by inadequate or inappropriate use, unsuitable operating materials (in particular oils not approved by KIMO RHVAC), incorrect assembly, incorrect commissioning or incorrect installation by the Ordering Party or a third party or due to natural wear and tear insofar as KIMO RHVAC is not responsible for the damage.
- 7.8. The expenses for material, shipment, transport, handling and labour required for the purpose of supplementary performance shall be borne by KIMO RHVAC except for the additional costs arising due to the fact that the Deliveries are at a place other than the place of delivery or place of intended use. Supplementary performance does not encompass the installation and removal of the defective Deliveries; the Ordering Party shall bear the installation and removal costs.
- 7.9. If KIMO RHVAC refuses seriously and conclusively to fulfil the contract, or the remedy of defects or the replacement delivery is refused by KIMO RHVAC, the Ordering Party may withdraw from the contract.
- 7.10. The period of limitation for any warranty claims starts on the date of delivery at the Ordering Party's premises or, if acceptance is required, with acceptance.
- 7.11. Regarding new delivery items, the period of limitation for a warranty claim shall be one year.
- 7.12. If KIMO RHVAC remedies the defect in the context of supplementary performance (cf. section 7.4), the period of limitation for warranty claims shall be suspended for the time the remedy of the defect takes and shall be extended accordingly. If a new delivery item is delivered as a replacement, a new period of limitation of one year for warranty claims shall start, unless the replaced delivery item is subject to a warranty extension. In this case, such a warranty extension shall also apply to the new delivery item delivered as a replacement, but the overall

period of limitation shall not exceed five years from the commencement of the primary warranty period.

8. Damages and Limitation of Liability

- 8.1. The liability for damages of KIMO RHVAC, irrespective of the legal cause, in particular for impossibility, default, defective or incorrect performance, breach of contract, violation of obligations during the contract negotiations or tortious act, as far as a fault of KIMO RHVAC must be present in all these cases, shall be limited in accordance with this section 8.
- 8.2. KIMO RHVAC shall not be liable
 - 8.2.1. in the event of ordinary negligence of its management bodies, legal representatives or employees, and
 - 8.2.2. for damages, that were caused by associates.
- 8.3. As far as KIMO RHVAC is to be held liable for damages on the merits according to section 8.2, its liability shall be limited to the damage which could be foreseen by KIMO RHVAC at the time of conclusion of the contract as a possible consequence of a breach of the contract or which KIMO RHVAC, applying due diligence, should have foreseen considering the circumstances which were known to KIMO RHVAC or which KIMO RHVAC should have known. Furthermore, any indirect or consequential damage resulting from a defect of the Products and Services shall be compensated only as far as such damage may be typically expected in connection with the appropriate use of the Products or Services.
- 8.4. Sections 8.1 to 8.3 shall apply to all claims for damages, irrespective of their legal cause, in particular also to liability for tortious act.
- 8.5. The above exclusions and limitations of liability shall apply to the same extent in favour of the management bodies, legal representatives, employees and any other authorised agents or associates of KIMO RHVAC.
- 8.6. As far as KIMO RHVAC provides technical information or consultation services and this information or these consultation services do not belong to the due range of services contractually agreed, this shall be done free of charge and under the exclusion of any liability.
- 8.7. Insofar as KIMO RHVAC provides technical information or recommendations in connection with the Products and Services or provides consultation services, there shall be no entitlement to compensation for losses incurred from following such information, advice or recommendations. Otherwise, the aforementioned liability exclusions and limitations shall apply accordingly.
- 8.8. Liability for the loss of data or information is excluded. The Ordering Party is itself responsible for backing up data.

- 8.9. The limitations of liability stated in this section 8 shall not apply to liability on the part of KIMO RHVAC for deliberate action, guaranteed properties, damage to life, limb and health or to liability under the Swiss Product Liability Act.
- 8.10. The Ordering Party shall be obligated to take appropriate measures to prevent and -minimise damage.

9. Retention of Title

- 9.1. The Deliveries shall remain the property of KIMO RHVAC until any and all payments due to KIMO RHVAC under the business relationship with the Ordering Party have been settled in full.
- 9.2. In the event of current accounts, the retained property shall serve as a security for the balance claims due to KIMO RHVAC.
- 9.3. The Ordering Party may only sell Deliveries subject to retention of title by KIMO RHVAC in the course of their ordinary business operations. The Ordering Party shall not be authorised to pledge the Deliveries under retention of title, to transfer them by way of security or to make any other dispositions endangering the property of KIMO RHVAC. The Ordering Party already assigns the claims from the resale to KIMO RHVAC; KIMO RHVAC already accepts this assignment. If the Ordering Party sells the Deliveries under retention of title after processing or transformation or after combination with other things or together with other things, the assignment of claims shall be deemed to have been agreed only in the amount of the part which corresponds to the price agreed between KIMO RHVAC and the Ordering Party plus a safety margin of 10% (ten percent) of this price. The Ordering Party shall be revocably entitled to collect the claims assigned to KIMO RHVAC in its own name on behalf of KIMO RHVAC. KIMO RHVAC may revoke this authorisation as well as the right to resell the Deliveries if the Ordering Party is in default vis-à-vis KIMO RHVAC with respect to essential contractual obligations such as payment of the price.
- 9.4. If the Deliveries under retention of title are combined with other things, KIMO RHVAC shall acquire a co-ownership share in the new thing commensurate to the value of the Products and Services proportionate to the other things at the time of combination. If the combination is made in such a way that the object of the Ordering Party is to be considered as the major item, it shall be deemed to have been agreed that the Ordering Party shall assign a co-ownership share to KIMO RHVAC according to proportion. The co-ownership share thus created shall be maintained for KIMO RHVAC by the Ordering Party.
- 9.5. The Ordering Party shall provide KIMO RHVAC, at any time, any and all information requested concerning the Deliveries under retention of title or the claims assigned to KIMO RHVAC hereunder. Any access or claims to the Deliveries under retention of title by a third party shall be immediately reported to KIMO RHVAC by the Ordering Party and all necessary documents shall be provided. At the same time, the Ordering Party shall inform the third party about KIMO

RHVAC's retention of title. The costs for defence against such access and such claims shall be borne by the Ordering Party.

- 9.6. During the period of the retention of title, the Ordering Party shall be obligated to treat the Deliveries under retention of title with care.
- 9.7. If the realisable value of the securities exceeds the total of the payments due to KIMO RHVAC by more than 10% (ten percent), the Ordering Party shall be entitled to request a release to this extent.
- 9.8. If the Ordering Party is in default with essential contractual obligations, such as payment, vis-à-vis KIMO RHVAC, the latter, without prejudice to any other rights, may take back the Deliveries under retention of title and use them otherwise in order to satisfy its claims for payment vis-à-vis the Ordering Party. In this case, the Ordering Party shall immediately grant to KIMO RHVAC or the authorised representative of KIMO RHVAC access to the Deliveries under retention of title and hand over these Deliveries. If KIMO RHVAC requests that the Deliveries be handed over based on this provision, this shall not be considered as a withdrawal from the contract.
- 9.9. In the event of deliveries into countries with other legal systems where the retention of title as specified in the sections above does not have the same securing effect as in the Federal Republic of Germany, the Ordering Party shall use its best efforts to grant similar rights of security to KIMO RHVAC without delay. The Ordering Party shall cooperate in implementing all measures, such as registration and publication, which are necessary for and conducive to the validity and enforceability of such rights of security. At the request of KIMO RHVAC, the Ordering Party shall be obligated to insure the Deliveries under retention of title in an adequate way, to provide corresponding evidence of the insurance to KIMO RHVAC and to assign the claims from the insurance contract to KIMO RHVAC.

10. Product Liability

If the Ordering Party sells the Deliveries without any changes or after processing, transformation or combination with other products, it shall indemnify KIMO RHVAC from any claims asserted for reasons of product liability by a third party as far as the Ordering Party is responsible for the fault that gives rise to the liability claims.

11. Industrial Property Rights and Usage Rights

- 11.1. If the Ordering Party determines how KIMO RHVAC is to manufacture the Deliveries by providing certain instructions, data, documents, drafts or drawings, the Ordering Party shall warrant that the rights of no third party, such as patents, registered utility models or any other industrial property rights or copyrights, will be violated by KIMO RHVAC. Otherwise, KIMO RHVAC pledges pursuant to this section 11 that its Deliveries are free of third-party rights. Both

the Ordering Party and KIMO RHVAC shall inform the other Party immediately in writing if any claims are asserted against it for violation of such rights.

- 11.2. In the event that the Deliveries violate a copyright or industrial property right of a third party, KIMO RHVAC, at its own discretion and at its own expense, shall modify or replace the Deliveries in such a way that they no longer violate any third-party rights, but that they still meet the contractually agreed specifications, or KIMO RHVAC shall procure the rights of use for the Ordering Party by concluding a licence agreement. If KIMO RHVAC does not succeed in this regard within an appropriate period of time, the Ordering Party shall be entitled to reduce the price appropriately or withdraw from the contract. Any claims for damages of the Ordering Party shall be subject to section 8 of these GTCS-I.
- 11.3. In the event of a violation of rights by Deliveries supplied by KIMO RHVAC, but manufactured by a third party, KIMO RHVAC, at its own discretion, shall assert its claims against such manufacturers on the account of the Ordering Party or assign such claims to the Ordering Party. In such cases, claims against KIMO RHVAC shall only be possible in accordance with this section 11 if enforcement by court order of the said claims vis-à-vis the manufacturers has failed or is futile, e.g. due to insolvency.
- 11.4. Unless otherwise agreed, KIMO RHVAC shall, in respect of Deliveries rendered, grant to the Ordering Party a right to use such Deliveries permanently and in accordance with their usage purpose. This usage right shall be non-exclusive, non-transferable and with no limitation in time. This usage right arises with payment in full. Unless indicated separately, any usage fees are included in the agreed price.

12. General Provisions

- 12.1. Any modifications and additions to the order confirmation, a contract and/or these GTCS-I as well as any ancillary agreements must be made in writing. This shall also apply to any modification to this requirement of written form. Reference is made to section 2.6 of these GTCS-I.
- 12.2. If one or more provisions of the contract and/or these GTCS-I is or are invalid, whether in whole or in part, this shall have no effect on the validity of the remaining provisions. The Ordering Party and KIMO RHVAC agree to replace, in this case, the invalid provision with a valid provision which comes closest to the economic purpose of the invalid one.
- 12.3. Exclusive place of jurisdiction for all disputes from the contractual relationship shall be Zurich, Switzerland. This shall also apply if the Ordering Party does not have a legal venue in Switzerland or if it has moved its usual place of residence abroad after the conclusion of the contract. KIMO RHVAC shall, however, be entitled to take legal action against the Ordering Party at any other place of jurisdiction available under the applicable law.

12.4. The law of Switzerland shall govern the contract, these GTCS-I and the entire legal relationship between the Ordering Party and KIMO RHVAC, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

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