

1. AGREEMENT: This agreement (hereinafter the "Agreement") made between Buyer and Seller (TECUMSEH EUROPE Sales & Logistics SAS, 2 avenue Blaise Pascal, 38090 - Vaulx-Milieu, RCS Vienne n° 808.452.544) for the sale of certain products (hereinafter the "Products") is made on Buyer's express assent to all of the terms and conditions hereof, including its exhibit. Failure by Buyer to object in writing within ten (10) days after the receipt hereof, or acceptance by Buyer of the Products, shall be deemed an assent to all of the terms and conditions hereof notwithstanding the inclusion of different or additional terms and conditions on the front or reverse side in any form of purchase order which Buyer may heretofore have sent or will send to Seller, and which shall be deemed objected to by Seller. In any event, if there shall be any inconsistency or conflict between the terms and conditions hereof and Buyer's purchase order, the provisions of the terms and conditions hereof shall govern and control.

2. ENTIRE AGREEMENT: The terms and conditions hereof and its exhibit contain a final, complete and exclusive statement of the terms of the Agreement between Buyer and Seller relative to the sale of the Products, and there have been no written or verbal understandings or agreements relative thereto other than those herein stated.

3. MODIFICATION: None of the terms, provisions or conditions of the Agreement may be modified, altered or added to except by written instruments signed by a duly authorized representative of Seller. Any agreed upon change in Buyer's order will be subject to an equitable adjustment in the purchase price and/or time for performance set forth herein.

4. CANCELLATION - BUYER'S LIABILITY: Buyer may not cancel or modify the terms and conditions hereof except in writing with the consent of Seller. Buyer shall be liable for any loss suffered by Seller due to Buyer's cancellation. In the event of Buyer's failure or refusal to accept Products manufactured or fabricated by Seller before or after delivery to carrier, Seller may without notice retain or repossess said Products and Buyer shall be liable for the full purchase price less an allowance for the effective resale price after deducting freight, storage, handling and other costs.

5. CHANGE OF PRICE: The prices for the Products may be adjusted by the Seller until the date of order. However, the price charged to the Buyer will be the one in effect at the date of the order.

6. PAYMENT TERMS: Unless otherwise provided by the parties at the time of the conclusion of the Agreement, payments are made in euros and, in France, within a time period not exceeding 30 (thirty) days from the date of issue of the invoice, with the amount credited to the Seller's account on the processing date by bank transfer. If the Buyer is in arrears in the payment, the Seller can suspend the performance of its own obligations until such payment is made; or demand return of Products for which payment has not been made; and/or cancel the Agreement. In accordance with article L. 441-6 of the French Commercial Code, any delay in payment shall result in late payment penalties becoming due from the day following the contractual payment date, calculated on the basis of the rate of interest applied by the European Central Bank to its most recent refinancing transaction, increased by 10 percentage points. Late payment penalties are due without a reminder being required. Any delay in payment shall result in the application of a fixed allowance for recovery cost amounting to 40 (forty) euros. In no case can payment be suspended or offset by the Buyer without the prior written agreement of the Seller. The delivery of an instrument creating an obligation to pay (whether a bill or other instrument) does not constitute a payment within the meaning of this clause. The Seller may offset, deduct or recover amounts owed directly or by its subsidiaries against any amounts owed by the Buyer or its subsidiaries to him. The Buyer's financial viability is subject to the assessment of the Seller who may at any time, require advance payment or sufficient guarantees to ensure the timely payment of the invoice. If the Buyer does not comply with the payment terms, any unpaid amount become immediately payable and due. Subject to the Seller's rights provided in this Article and unless otherwise specified by the Seller, prices include delivery FCA (free carrier) to the Seller's warehouse or to the shipping point.

7. EXCUSABLE DELAYS: Seller shall not be held liable or deemed in default if prevented from performing any of Seller's obligations under this Agreement, including but not limited to making delivery of the Products, occasioned by reason of fire, flood, drought, acts of God, war, riot, strikes, lockouts, delay in transportation, embargo, governmental orders which in any way interfere with the purchase or manufacture or flow of the necessary material or products required to manufacture or fabricate the Products, or by acts or omissions of Buyer, including, but not limited to, Buyer's failure to promptly comply with the terms of payment (collectively, the "Excusable Delays"). The date of delivery shall be extended for a period equal to the time lost by reason of any of the Excusable Delays.

8. SHIPPING WEIGHTS: Unless otherwise provided by French and European regulations on Intermodal Transportation, Seller shall not be responsible for the accuracy of shipping weights, if any, listed on any document provided by Seller to Buyer. Such weights are given only for the purpose of enabling Buyer to estimate transportation cost.

9. TAXES: To the extent legally permissible, all present and future taxes imposed by any French administration, foreign or local authority, including sales, use, manufacturer's, excise, value-added and/or similar taxes, which

Seller may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of the Products (except income taxes) shall be added to the purchase price of such Products and shall be paid by Buyer to Seller. Seller shall not in any event be liable or responsible for any taxes, assessments or other charges which may be imposed upon, levied against or claimed to be due from Buyer and which are, or are asserted or claimed by the Buyer to be, attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Seller to ship or deliver Products at the time or times in the quantity or quantities and/or in the manner specified in this Agreement.

10. DELIVERY AND SHIPMENT: Upon delivery of the Products F.C.A. (free carrier), at Seller's plant or shipping point, all risk of loss, damage and other incidents of ownership shall immediately pass to Buyer. However, the Seller shall retain the ownership of such Products as security for Buyer's performance until full payment is received. Seller also reserves the right to ship the Products through a common carrier selected from those carriers having specific authority to serve Seller.

11. TECHNICAL FEATURES OF THE PRODUCTS: In its capacity as professional of the same specialty as Seller, the Buyer expressly acknowledges that the technical features and other data contained in catalogues, data sheets, circulars and on the labelling of the product itself or any other document are indicative of the performance of the product for a strictly defined usage in accordance with the rules of the art. It is therefore the Buyer's duty to take into account the technical recommendations relative to the Products (refrigerants, voltage ranges, temperature ranges, etc.) when selecting Products for a desired application as well as their environment and in general to select them applying the rules of the art of the sector. The Seller recommends to the Buyer for any new industrial application to include in its product selection procedure tests on the application in order to confirm the suitability of the product selected for the refrigeration system in its operating environment, and this in accordance with the rules of the art. In this respect, the offer drawn up by the Seller (quotations and technical advice) takes into account only the information provided by the Buyer, which shall be deemed to have full knowledge of the Products acquired. The Seller is not liable for the improper selection of a Product described on the reverse hereof for a particular use.

12. LIMITED WARRANTY AND DISCLAIMER OF WARRANTY: The warranty conditions applicable to the sale of Products are attached hereto. The Buyer acknowledges having been fully informed as to the warranty terms granted by the Seller and accepts them without reservation. The Buyer acknowledges that the Warranty has been developed taking into account the general economy of the agreement and in particular the purchase price of the Products. The Seller assumes no obligation nor liability under the warranty other than that expressly set forth herein, and this warranty does not authorize any person or entity, including the Buyer of Products, to provide a guarantee or assume any obligations or liabilities under the warranty on behalf of the Seller.

13. INTELLECTUAL PROPERTY:

13-1 "Technical information": All plans, documents, specifications, drawings, schematics, tests, designs, inventions, engineering notices, financial information, technical data, samples, prototypes, models, and/or equipment or any other technical information ("Technical Information") supplied by the Seller, directly or indirectly, under this Agreement will remain Seller's exclusive property. Buyer undertakes to take all necessary measures, in particular regarding their storage, in order to guarantee the confidentiality of the Technical Information. Buyer will not reproduce, use, or disclose Technical Information to third parties without Seller's prior written consent. Buyer will return all Technical Information to Seller upon demand or upon termination of the Agreement for any reason whatsoever. Buyer will disclose Technical Information only to those of its employees that need to know and that are contractually bound by confidentiality obligations equivalent to those provided in this Article. Buyer agrees that the Technical Information is disclosed as part of the Agreement and that the Seller may use such information in any manner and for any purpose, without any possible claim from the Buyer against the Seller.

13-2 "Intellectual property": The Seller will own all rights and interests on any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how, or other intellectual property developed by the Seller and related, directly or indirectly, to the Products or to the Agreement ("Intellectual Property"), even if they have been invoiced to the Buyer. The Buyer will assist the Seller in perfecting its rights, title and interest in the Intellectual Property and will execute and deliver all documents reasonably requested by the Seller to perfect, register or enforce it.

13-3 Nothing in the Agreement provides the Buyer with any license in Seller's "Intellectual Property" rights or any license to manufacture products using or including the "Intellectual Property" or "Technical Information" of the Seller. If the Buyer breaches Article 13, Seller will have the right to terminate the Agreement and require immediate payment of the full due amount. Buyer shall indemnify the Seller for all expenses and damages caused by a breach of this Article. The terms of this Article shall remain valid even after the termination or expiration of the Agreement.

14. TERMINATION. In the event of a breach by either Party of this Agreement, the other Party may terminate this Agreement upon giving ten (10) days' written notice of termination. If this Agreement is terminated by Seller because of Buyer's breach, Seller is entitled to reasonable reimbursement for any labor, material costs or other expenses incurred in connection with this Agreement.

15. INDEMNIFICATION. To the maximum extent allowed by law, Buyer must defend and indemnify Seller and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Seller may incur or be obligated to pay as a result of (i) Buyer's negligence, use, ownership, maintenance, transfer, transportation or disposal of the Products; (ii) any infringement or alleged infringement of the industrial and intellectual property rights of third-parties arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production of the Products ordered by Buyer; (iii) Buyer's violation or alleged violation of any French or European laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; and (iv) Buyer's breach of this Agreement.

16. SAFETY PRECAUTIONS: The Products by their nature and design are components of integrated refrigeration and air conditioning systems which operate under specific gas pressures. EXTREME CAUTION must be observed by the Buyer not to apply these Products to systems in which pressures exceed those recommended by Seller, UNDER NO CIRCUMSTANCES should these Products be leak tested or pressurized beyond pressure recommendation by Seller. FAILURE TO HEED these directions may result in lethal explosions, ruptures, concussions and/or gas poisoning.

17. EXPORT; COMPLIANCE WITH OFAC AND EQUIVALENT EUROPEAN REGULATIONS: The Products may be subject to export controls and regulations of the U.S., the country of manufacture, or the country of shipment. Furthermore, export may require a valid export license. Seller's acceptance of Buyer's order and delivery of the Products is conditioned on compliance with applicable export controls. Seller will have no obligation to sell or deliver any product until all required US and/or other export licenses have been granted and there are no other impediments arising from any applicable export regulations. No goods sold to Buyer may be exported or reexported unless such export or re-export complies fully with all applicable export regulations. Buyer will comply with all laws and regulations enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") and the equivalent European administrations, subject to Regulation (EC) No. 2271/96 and other applicable laws. Buyer represents and warrants that (i) it is not a person, entity or identity listed on OFAC's list of Specially Designated Nationals or the United States Commerce Department's Denied Persons List, Entity List or Unverified List; and (ii) neither Buyer nor any of its direct or indirect beneficial owners is (A) located in a country in which dealings are prohibited or restricted by U.S or European law; (B) dealing in a prohibited manner with a country or person or entity in a country with which such dealings are prohibited or restricted by U.S. or European law; or (C) in violation of any law or regulation administered by OFAC or any equivalent European administration subject to Regulation (EC) No. 2271/96 and other applicable laws.

18. WAIVER: The waiver by Seller of any of the terms, provisions, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of any subsequent breach of the same condition or provision. In the event Buyer shall default in its obligations under this Agreement, Buyer shall be liable for Seller's cost of collection, including reasonable attorney's fees.

19. RIGHTS ARISING UNDER LAW: All rights granted to Seller hereunder shall be in addition to and not in lieu of Seller's rights arising by operation of law.

20. SEVERABILITY: If any provision hereof is held invalid, void or unenforceable, this shall not affect the validity of the remaining provisions.

21. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the French law without giving effect to principles of conflicts of law thereof. The U.N. Convention on Contracts for the International Sales of Goods does not apply to the Agreement and all of its terms must be construed in accordance with French law. Notwithstanding any other provision of this Agreement, Seller reserves the right to enforce the terms and conditions hereof against Buyer in any jurisdiction where Buyer owns assets, is domiciled, is doing business, or where Seller may otherwise determine in Seller's sole discretion. Any dispute arising out of or relating to the formation, execution, interpretation or termination of this Agreement that the parties are unable to resolve amicably shall be settled by the courts of Lyon, which shall have sole jurisdiction.

22. SUCCESSORS AND ASSIGNS: This Agreement binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. The Buyer may not assign any interest in, nor delegate any obligation under this Agreement, without Seller's prior written consent.

23. PERSONAL DATA MANAGEMENT: For the purposes hereof, personal data means any information directly or indirectly identifying a natural person. Within the context of fulfilling this Agreement, our company may collect and process Personal Data including personal Data relating to the

Customer's employees who are directly or indirectly involved in the performance of this Agreement (hereafter Personal Data). Our company undertake to comply with the legal and regulatory provisions in force relating to the protection of Personal Data and, in particular the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. In that context, we will solely collect and process the Personal Data necessary for the purposes of the performance of the Agreement and to maintain our business relations. We collect the following Data: surname, first name, email address, telephone number of the Customer's employees. The Data is recorded in our company customer file and used for the following purposes: Customer Relationship Management, Order management, Marketing purposes, Survey, Wholesaler locator. We will keep We will retain your data for up to three years from the date it is last actively used. The Data is intended for employees and agents of our company authorized to process it. For the purposes of the performance of the contract third parties acting may access and process the Data to perform certain services and functions. In this context, third parties have only limited access to the Data and are contractually bound by a strict obligation of confidentiality with respect to the data they receive. Subject to a legal obligation, our company will not assign or license any Data except in the aforementioned cases. Being part of an international group, our Company may transfer the Data to other affiliated companies / its group involved in the execution of the contract, including locations outside the European Union and in the United States. We maintain reasonable and appropriate measures to secure and protect Personal Data from loss, misuse, unauthorized access, disclosure, alteration, or destruction. Subject to applicable law, data subjects have a right of access, to rectification, to erasure, to restrict processing, to define the fate of data after death and to data portability. They also have the right to object to processing on legitimate grounds. These rights might be exercised by sending an email to gdrp.eu@tecumseh.com. Any request shall contain a copy of a valid identity document. An answer shall be provided within a month.