

1. AGREEMENT: This Agreement (hereinafter the "Agreement") entered into between the Purchaser and the Vendor (TECUMSEH EUROPE Sales & Logistics SAS, 2 avenue Blaise Pascal, 38090 - Vaulx-Milieu, Trade and Companies Register of Vienne No. 808.452.544) for the sale of certain products (hereinafter the "Products") implies the Purchaser's express acceptance of the general terms and conditions set out herein including the appendix hereto. Failure to object in writing within ten (10) days of receipt hereof or the Purchaser's acceptance of the Products shall be valid as the Purchaser's consent to the general terms and conditions set out herein, notwithstanding the inclusion of different or additional general terms and conditions on the face or back of any purchase order which the Purchaser may have sent or will send to the Vendor, to which the Vendor shall be deemed to object. In any event, unless disputed in writing within the aforementioned period of time running from the receipt hereof, in the event of inconsistency or conflict between these general terms and conditions and the Purchaser's general terms and conditions of purchase, the provisions of these general terms and conditions shall prevail.

2. WHOLE AGREEMENT: Unless otherwise expressly agreed in writing by the Parties subsequently, these general terms and conditions and the appendix thereto constitute the final, complete and exclusive agreement between the Purchaser and the Vendor with respect to the sale of the Products.

3. AMENDMENT: None of the mechanisms, provisions or conditions of these general terms and conditions may be modified, altered or added to other than by way of a written instrument signed by a duly authorised representative of the Vendor. Any agreed modification to the Purchaser's order shall result in a fair revision of the purchase price and/or the time for performance set out herein.

4. ANNULMENT - LIABILITY OF THE PURCHASER: The Purchaser may neither annul nor amend these general terms and conditions other than in writing and with the consent of the Vendor. The Purchaser shall be liable for any losses incurred by the Vendor as a result of cancellation by the Purchaser. In the event of the Purchaser voluntarily or otherwise rejecting the Vendor's Products, either before or after delivery to the carrier, the Vendor may, without notice, retain or retake possession of the aforesaid Products and the Purchaser shall be liable for the full purchase price less an amount equal to the actual resale value of the Product after deducting freight, storage, handling and other costs.

5. PRICE OF THE PRODUCTS:

5-1 Composition of Product Prices: The Price of the Products is determined in the Product Price list issued by the Vendor to the Purchaser, which sets the Prices applicable during the relevant calendar year, i.e. from 1st January to 31 December of the year indicated in the Product Price List.

5-2 Duration of validity of the Product Prices: The applicable Product Price is the one that is in force on the date of receipt of the order and until 31 December of the current year, except in the event of an exceptional change in economic circumstances as defined in Clause 5-3 hereof.

Failure to notify a new Product Price list applicable at the beginning of a new calendar year, will not lead to the Product Price list for the previous year being applicable to the current new year. In such event, the Parties agree that they will negotiate to determine a new Product Price list at the start of the calendar year, prior to any order for the new year in question.

5-3 Modifications to Product Prices: The Parties agree to meet, within 15 days, at either's Request, if an exceptional change in economic circumstances (in particular freight prices, and the prices of materials and components) or statutory or regulatory modifications (in particular customs duties and taxes) occurring between the date of the notification of the Product Price list by the Vendor to the Purchaser and the delivery of all the Products ordered by the Purchaser disrupt the economy of the contract to the point of making the performance of its obligations seriously harmful to one of the Parties.

In such event, the Parties undertake to renegotiate the financial terms of the order in a spirit of cooperation and fairness with a view to returning to a balanced situation similar to that which existed when the Prices were determined. During this renegotiation period, which may not exceed 1 month from the initial Request by one of the Parties, the order shall be suspended without indemnification.

If no agreement has been reached at the end of negotiations, the order will be suspended without indemnification or extension and will be resumed by operation of law as soon as the exceptional circumstances cease. If, however, the aforesaid circumstances continue for more than 6 months as of the initial Request by one of the Parties, the order will be terminated at the simple request of one of the Parties.

6. TERMS OF PAYMENT: Unless otherwise specifically provided by the Parties at the time the contract is formed, payments are made in France in euro, within a period not exceeding 30 clear days from the invoice date, the amount being credited to the Vendor's account on the value date by wire transfer. If the Purchaser is in arrears with payments, the Vendor may suspend the performance of their own obligations until the arrears have been paid, or ask for the return of the Products in respect of which payment has not been received and/or cancel the agreement. In accordance with Article L. 441-10 of the French Commercial Code, any delay in payment shall cause late payment penalties to accrue from the day following the payment date, calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points. Penalties for late payment are due without any reminder required. Any delay in payment shall cause a fixed indemnity to be applied for collection costs of 40 (forty) euro. Under no circumstances may payments be suspended nor be the object of any set-off whatsoever without the prior, written consent of the Vendor. The delivery of an instrument creating a payment obligation (bill of exchange or other) does not constitute payment within the meaning of this clause. The financial liability of the Purchaser is subject to the assessment of the Vendor who may at any time demand early payment or sufficient guarantees to provide comfort that the invoice will be paid on time. If the Purchaser fails to comply with the payment terms, any outstanding amount shall become immediately due and payable. Subject to Vendor's rights under this clause and unless otherwise specified by Vendor or specifically agreed with Purchaser, all prices quoted are FCA (Free Carrier at) at the Vendor's facility or point of shipment.

7. EXCUSABLE DELAYS: The Vendor shall not be liable or deemed to be in default if it is unable to perform its obligations under this Agreement, notably including the delivery of the Products, as a result of fire, flood, drought, force majeure, acts of war, riots, strikes, lockouts, transportation delays, embargoes, decisions of authorities which in any way

impede the purchase, manufacture or selling off of materials or components necessary for the manufacture of the Products, or any acts or omissions of the Purchaser, notably including failure by the Purchaser to comply with the terms of payment (hereinafter, collectively, the "Excusable Delays"). The delivery date will be extended by a period equal to the time the Products are immobilised as a result of one of the grounds for Excusable Delay listed above.

8. WEIGHT AT SHIPMENT: Unless otherwise required under French and European regulations on intermodal transport, the Vendor is not liable for the accuracy of the weight of the Products at the time of shipment that may be indicated on any document provided by the Vendor to the Purchaser. This weight is communicated by the Vendor for information purposes only, to enable the Purchaser to estimate the cost of freight.

9. TAXES: To the extent permitted by law, all current and future taxes imposed by the French government, or any foreign authority or local authorities, including taxes on sales, use, manufacturing, excise, value added and/or similar taxes that the Vendor may be required to pay or collect on or in connection with the sale, purchase, transportation, delivery, storage, use or consumption of the Products (except for income tax) shall be added to the purchase price of such Products, and the Purchaser shall pay it to the Vendor. Under no circumstances shall the Vendor be liable for the taxes or other charges which may be imposed or levied on, or claimed from the Purchaser by any administrative authority and which are, or are deemed by the Purchaser to be, in any manner or to any extent attributable to the Vendor's actual or alleged failure, neglect or refusal to ship or deliver the Products on the dates, in the quantities and/or in the manner specified in this Agreement.

10. DELIVERY AND DISPATCH: The transfer of risk of the Products is governed by the INCOTERMS applicable to each order. If INCOTERM FCA (Free Carrier at) applies, the transfer of all risks of loss, damage and other impairments to the Products shall pass to the Purchaser immediately upon delivery of the Products to the Vendor's facility or shipping point. However, in accordance with the provisions of Articles 2367 *et seq.* of the French Civil Code, title to the Products shall remain with the Vendor to guarantee the due performance by the Purchaser of its obligations until full payment has been received. The Purchaser therefore undertakes to keep the Products in their original condition until they have been paid for in full. The Vendor also reserves the right to ship the Products by means of a regular carrier selected from among carriers specifically authorised to provide services to the Vendor.

11. TECHNICAL CHARACTERISTICS OF THE PRODUCTS: As a professional with the same specialisation as that of the Vendor, the Purchaser expressly acknowledges that the technical characteristics and other data contained in the catalogues, data sheets, circulars and on the labelling of the Product itself, or any other document, are indicative of the performance of the Products in a context of use defined restrictively and in accordance with good practice. It is therefore the responsibility of the Purchaser to take into account the technical recommendations for the Products (fluids, voltage ranges, temperature ranges, etc.) when selecting the Products in view of the intended installation and the environment thereof, and in a general manner, to make its selection in accordance with good practice in this field. The Vendor recommends that the Purchaser, for any new industrial application, should include tests on the application as part of its Product selection procedure, in order to confirm the suitability of the chosen Product for the refrigeration installation in its operating environment, in accordance with good practice. In this respect, the offer made by the Vendor (quotation and technical advice) takes into account only the information communicated by the Purchaser, who is deemed to have full knowledge of the Products they are purchasing. Moreover, the Vendor shall not be liable for improperly selecting any Product described on the face hereof for a specific use.

12. LIMITED WARRANTY AND WARRANTY EXCLUSIONS: The Warranty terms applicable to the sale of the Products are attached as an appendix hereto. The Purchaser acknowledges that they have been fully informed of the terms and conditions of the warranties granted by the Vendor and accepts them without reservation. The Purchaser acknowledges that the Warranty has been devised taking into account the general economy of the Agreement and, more specifically, the purchase price of the Products. The Vendor assumes no obligation or liability under the warranty other than those expressly defined herein, and this warranty does not authorise any person or entity, including the Purchaser of the Products, to make any warranty or assume any obligations or liabilities whatsoever in respect of the warranty on behalf of the Vendor.

13. INTELLECTUAL PROPERTY:

13-1 "Technical information". The Vendor shall retain title to all the plans, documents, technical data sheets, diagrams, tests, designs, inventions, technical instruction sheets, financial and technical data, samples, prototypes and/or equipment, or other information of a technical nature ("Technical Information") provided directly or indirectly by the Vendor in performance of this Agreement. The Purchaser undertakes to implement all necessary measures, notably with respect to their storage, to guarantee the confidentiality of the "Technical Information". The Purchaser shall not reproduce, use or disclose such "Technical Information" to third Parties without the prior, written consent of the Vendor. The Purchaser shall return all "Technical Information" to the Vendor on simple request or upon termination of this Agreement irrespective of the reason thereof. The Purchaser may disclose the "Technical Information" only to its employees when necessary for the performance of this Agreement and provided that such employees are contractually bound by confidentiality obligations equivalent to those contained in this clause. The Purchaser acknowledges that the "Technical Information" is provided by the Vendor in consideration for the Agreement and may be used by the Vendor in any manner and for any purpose without any remedy for the Purchaser against the Vendor.

13-2 "Intellectual Property". The Vendor shall have all rights and interests to the ideas, inventions, designs, discoveries, original works, patents, copyrights, trademarks, trade secrets, know-how, or any other intellectual property right developed by the Vendor and relating, directly or indirectly, to the Products or the Agreement ("Intellectual Property"), irrespective of whether or not these have been invoiced to the Purchaser. The Purchaser shall assist the Vendor in perfecting its right, title and interest in the "Intellectual Property" and shall execute and deliver all documents reasonably requested by the Vendor to perfect, register, or reinforce them.

13-3 The Agreement does not at any time grant the Purchaser any rights in the Vendor's "Intellectual Property" or to manufacture products that use or include the Vendor's "Property" or "Technical Information". If the Purchaser fails to comply with this Clause 13,

the Vendor shall be entitled to terminate this Agreement and may demand immediate payment of the amounts due from the Purchaser to the Vendor. The Purchaser shall indemnify the Vendor for all expenses and damages in connection with the breach of this Clause. The terms of this Clause shall survive the termination or expiry of this Agreement.

14. TERMINATION: Without prejudice to the provisions of Clause 5-3, in the event of the breach of this Agreement by either Party, the other Party may terminate this Agreement by giving ten (10) days' written notice. If this Agreement is terminated by the Vendor as a result of breach by the Purchaser, the Vendor shall be entitled to reimbursement for reasonable labour, materials, overhead or other costs incurred in relation to this Agreement.

15. INDEMNIFICATION: Within the limits provided by law, the Purchaser shall hold harmless the Vendor, its employees and agents against any costs, liabilities, losses, obligations, disputes, actions, damages, penalties, fines, interest and other expenses (including investigative costs and counsel fees) that the Vendor may incur or be obliged to pay as a result of (i) the Purchaser's negligence, use, ownership, maintenance, transfer, transportation or sale of the Products, (ii) the infringement or alleged infringements of the industrial and intellectual property rights of third Parties arising from the Purchaser's drawings or specifications (including the Purchaser's trade marks and trade names) or from the manufacture of Products to the Purchaser's specifications, (iii) the violation, or alleged violation, by the Purchaser of French or European laws or regulations and, in particular, laws and regulations governing the safety, labelling and packaging of the Products as well as working methods, and (iv) the breach by the Purchaser of this Agreement.

16. SAFETY MEASURES: By their nature and design, the Products are components of integrated refrigeration and air conditioning systems that operate under specific gas pressures. THE PURCHASER UNDERTAKES TO EXERCISE EXTREME CARE and not use these Products in systems in which pressures exceed those recommended by the Vendor. These Products must NOT UNDER ANY CIRCUMSTANCES be subjected to leakage tests or pressures higher than those recommended by the Vendor. NON-COMPLIANCE with these instructions may lead to fatal explosions, bone fractures, concussions and/or asphyxiation.

17. EXPORT; COMPLIANCE WITH OFAC and equivalent European standards: The Products may be subject to the export controls and regulations of the United States, the country of manufacture and the country of shipment of the Products. Moreover, export may require a valid export licence. The Vendor's acceptance of the Purchaser's order and of delivery of the Products is subject to compliance with applicable export controls. The Vendor is under no obligation to sell or deliver a Product for as long as all the export licences required in the United States and/or other countries have not been granted and for as long as there are any impediments arising from the regulations applicable to exports. No Product sold to the Purchaser may be exported or re-exported unless such transactions are fully compliant with applicable export regulations. The Purchaser shall comply with the standards of OFAC (Office of Foreign Assets Control of the United States Department of the Treasury) and its European counterparts. The Purchaser represents and warrants that (i) it is not a natural or legal person listed on the Specially Designated National List published by OFAC or on the Denied Persons List, Entity List or Unverified List established by the U.S. Department of Commerce and (ii) neither the Purchaser nor its direct or indirect shareholders (A) reside in a country where transactions are prohibited or restricted by U.S. or European law, (B) do business, in a prohibited manner, with a country or a natural or legal person located in a country with which such transactions are prohibited or restricted by U.S. or European law, and (C) violate laws or regulations governed by OFAC or its European counterparts.

18. WAIVER: The waiver by the Vendor of any term, provision or condition hereof shall not be construed as a waiver of any other term, provision or condition hereof, nor as a waiver of the right to act against any further breach of the same term, provision or condition. If the Purchaser fails to perform its obligations under this Agreement, the Purchaser shall be liable for any collection costs incurred by the Vendor, including reasonable counsel fees.

19. RIGHTS ARISING FROM THE LAW: All rights granted to the Vendor hereunder shall be considered supplemental to, and not in replacement of, the Vendor's rights under law.

20. SEPARABILITY: If any of the provisions hereof is held invalid, null and void or unenforceable, this shall not affect the validity of the other provisions.

21. GOVERNING LAW AND JURISDICTION:

21-1 This Agreement shall be governed by and construed in accordance with the laws of France, excluding French conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and all its terms and conditions should be construed in accordance with French law. Notwithstanding any other provision of this Agreement, the Vendor reserves the right to enforce the terms and provisions hereof against the Purchaser in any country in which the Purchaser owns assets, is domiciled or conducts business, or in any other location determined by the Vendor in its sole discretion.

21-2 Any dispute arising from or relating to the formation, performance, construction or termination of this Agreement that the Parties are unable to settle amicably shall be settled by the Commercial Court of Lyon, which shall have sole jurisdiction.

22. FORCE MAJEURE AND LEGITIMATE CAUSES FOR NON-PERFORMANCE:

In particular, the following are considered as cases of force majeure or as causes discharging the Vendor of its obligations: war, riots, fire, strikes, accidents, exceptional climatic events, epidemics, pandemics, embargoes, administrative measures restricting freedom of movement and the impossibility of being supplied within reasonable time for itself, its suppliers, carriers or subcontractors.

23. SUCCESSORS AND ASSIGNS: This Agreement is binding upon the Purchaser and

the Vendor and their respective successors and permitted assigns. The Purchaser may not dispose of any interest or delegate any obligation under this Agreement without the prior, written consent of the Vendor.

24. PERSONAL DATA MANAGEMENT: For the purposes hereof, Personal Data is defined as any information that directly or indirectly identifies a natural person. For the purposes of the performance of this Agreement, our company may collect and process Personal Data, notably Data relating to the Client's employees who are directly or indirectly involved in the performance of this Agreement (hereinafter referred to as the Personal Data). We undertake to comply with the statutory and regulatory provisions in force applicable to the protection of Personal Data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. Under these circumstances, our company collects and processes only the Personal Data that are strictly necessary for the performance of the Agreement and management of the client relationship. These Personal Data are notably: the surname, forename, email address and telephone number of the client's employees.

The Personal Data are recorded in the client file of our company and are used for the following purposes: - Client relationship management, Order management, Direct sales prospecting, and Satisfaction survey. They are kept throughout the entire duration of the commercial relationship between the client and our company and for 3 years after the termination of the relationship. The Personal Data collected are intended for the employees and agents of our company who are authorised to process them due to their position. They may be communicated to third-party companies contractually bound to our company for the purposes of performing outsourced services required for the performance of the contract. Under these circumstances, the third Parties have only limited access to the data and are contractually bound by a strict obligation of confidentiality and security with respect to the Personal Data communicated. Unless required by law, our company does not sell or rent any Personal Data other than in the cases described above. As it is part of an international group, our Company may transfer the Personal Data collected to other affiliated companies / group companies involved in the performance of the contract, including outside of the European Union, and in particular to the United States. Our company relies on the following guarantees to regulate and secure such transfers, in accordance with Article 46 of the European Regulation 2016/679. We implement the appropriate technical, software and physical organisational measures to protect and ensure the security, integrity and confidentiality of the Personal Data collected and processed. In accordance with the statutory and regulatory provisions in force, data subjects have a right of access, rectification, limitation of processing, erasure, the right to define the fate of their data after their death and the right to portability. They may also object to the processing of their Personal Data on legitimate grounds. These rights may be exercised at the following address (www.tecumseh.com) or by writing to gdpr.eu@tecumseh.com. All applications must be accompanied by a copy of a valid identity document. A reply will be issued within one month of receipt.