



PENTAIR THERMAL MANAGEMENT TERMS AND CONDITIONS

Except as otherwise agreed, in writing, by Pentair Thermal Management and/or its affiliates (collectively, "Buyer"), the following standard terms and conditions of sale will apply to all orders received and all sales made by Seller:

ACCEPTANCE – This Purchase Order is Buyer's offer to Seller and shall become a binding contract on the terms and conditions set forth herein when it is accepted either by Seller's acknowledgement or performance.

COMPLETE AGREEMENT — This Purchase Order, together with these terms and conditions and any terms on the face hereof, shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. No terms and conditions stated in or attached to Seller's communications to Buyer, including but not limited to acknowledgements, acceptance, confirmation, or invoices, are applicable to this Purchase Order in any way and shall not to be considered Seller's exceptions to the provisions of this Purchase Order. Trade custom, trade usage and past performance are superseded by this Purchase Order and shall not be used to interpret this Purchase Order.

WARRANTY — Seller warrants and represents that all goods and services (the "Works") provided under this Purchase Order will be (i) new; (ii) free of lien or encumbrance; (iii) suitable for their intended purpose; (iv) in conformity with the specifications, drawings, samples, or other descriptions furnished to or specified by Buyer, and if not furnished or specified, to standard commercial specifications; (v) that no Works will be banned, misbranded, or mislabeled, and are produced and provided in conformity with all applicable federal, state, or local law or regulation; and (vi) on the date of delivery, and for a period of 12 months thereafter, the Works shall be free of defects in design, workmanship, and material. Seller shall repair, replace or re-perform at Seller's expense (including parts, freight, and labor for removal and reinstallation) any Works found to be defective. Buyer's inspection (if any), acceptance, or rejection of Works shall not relieve Seller of any obligations herein.

CHANGES — Buyer reserves the right to make changes to the scope of work to be furnished by Seller. Seller shall not implement such change request until such time as resolution of any adjustments occurs in writing where any change may cause an increase in price.

CANCELLATION — Buyer reserves the right to cancel this Purchase Order in whole or in part upon written notice to Seller. Unless for cause due to Seller's breach of obligations, Seller shall be entitled to reasonable charges consisting of a pro rata apportionment of the Purchase Order price based on the Works actually performed prior to cancellation, not to exceed the aggregate commitment specified in the Purchase Order, provided Works cannot be repurposed. Cancellation shall not limit the rights or remedies afforded Buyer.

PRICING — Prices for the Works are firm, are not subject to increase, and include all taxes except sales, use, or similar taxes. If applicable, prices include standard documentation (installation, operating manuals, technical instructions, material safety data sheets, or other hazardous warnings) for any Works provided hereunder.

PAYMENT — Buyer will remit payment according to the stated terms on the face of this Purchase Order. In the absence of stated terms, Buyer will remit payment to Seller within sixty (60) days of receipt of a valid invoice, provided such invoice shall not be sent earlier than the date the Works had been completed and provided to Buyer.

IDENTIFICATION — Seller shall identify Buyer's purchase order number on Seller's invoice, packing list, bill of lading, and any packages.

DELIVERY — Time is of the essence. Deliveries shall be strictly in accordance with the schedule set out or referred to in the Purchase Order and in the exact quantities ordered. Buyer reserves the right, at Seller's expense, to return Works shipped in advance of schedule. Seller shall provide written notification to Buyer of any possible or actual delay in performance under this Purchase Order and shall provide all relevant information concerning the cause for such delay. In no event, however, shall such notice relieve Seller of its obligations under this Purchase Order. If delivery is not made on or before the specified date, Buyer may cancel this Purchase Order, or any unfilled portion, and procure replacement Works from a third party; Seller will be responsible for any additional direct costs due to the delay in delivery, provided Buyer makes reasonable efforts to mitigate such costs. Unless otherwise provided on the face hereof, all sales are FCA named carrier (Incoterms 2010).

FORCE MAJEURE — Neither party shall be liable to the other party for any failure or delay in its performance hereunder to the extent resulting from causes beyond reasonable control, including acts of God, fire, natural disasters, or acts of government (each, a "Force Majeure"), provided that such non-conforming or delayed party gives the other party prompt written notice of the Force Majeure. Cost increases related to the Works, strikes, labor disputes, raw material shortages or other lack of supply shall not be deemed a Force Majeure event.

LIMITATION OF LIABILITY — In no event shall either party be liable to the other for loss of anticipated profit or goodwill or for any indirect, consequential or incidental damages.

PROPRIETARY RIGHTS — Seller agrees that Buyer's designs, specifications, formulas, and manufacturing information are proprietary data and shall not be disclosed to others or utilized for purposes other than those intended in this Purchase Order. Seller shall return all proprietary data and copies thereof to Buyer upon completion of Seller's obligations under this Purchase Order or upon Buyer's request at any earlier time.

INTELLECTUAL PROPERTY INFRINGEMENT — Seller warrants that the manufacture, use and/or sale of Works provided does not infringe the intellectual property rights of any third party. Seller agrees to defend, indemnify and hold Buyer (and its agents, representatives, employees, officers, related companies, successors, assigns, and customers) harmless from any and all claims, demands, actions,

damages and liabilities (including attorneys' fees) involving the infringement of any patent, trademark, copyright or other intellectual property right by reason of the manufacture, use or sale of said Works by Buyer.

INDEMNITY — To the fullest extent permitted by applicable law, Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, agents, customers, and assigns from all suits, actions, or proceedings, at law or in equity, and from all claims, damages, losses and expenses, including, without limitation, attorneys' fees, consultants' fees, experts' fees, and claims for personal injury and property damage, arising out of or related to (a) Seller's non-compliance with the provisions of this Purchase Order, (b) Seller's breach of warranty, (c) Seller's use, control, ownership or operation of its business and any Seller facility, (d) Seller's handling, treatment, storage, or disposal of raw materials, intermediaries, final products, or wastes, or (e) occupational safety and health matters.

INSURANCE — If Seller is to perform services on Buyer's premises, prior to the performance, Seller shall obtain and maintain at all times comprehensive general liability insurance with the following minimum coverages: 1) worker's compensation insurance in accordance with the applicable laws of the jurisdiction in which the Works are being performed; and 2) a Comprehensive General Liability policy with a single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.

RIGHT-OF-ACCESS — Buyer reserves the right to inspect materials, process and workmanship at Seller's, or its subcontractors', premises. Buyer's inspection does not absolve Seller of the responsibility for the quality of the work, and shall not preclude subsequent rejection by Buyer.

CONFIDENTIALITY — Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise, publish, or disclose to any third party the fact that Seller has contracted with Buyer to furnish the Works nor any of the details connected with this Purchase Order, except as may be required by law or to perform this Purchase Order.

ASSIGNMENT — No part of this Purchase Order may be assigned or subcontracted without the prior written approval of Buyer. Seller shall remain fully responsible for all Works performed by its subcontractors or its suppliers. **WAIVER** — No failure to exercise and no delay in exercising on the part of Buyer any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

COMPLIANCE WITH LAWS — Seller, in the performance of this Purchase Order, shall comply with the provisions of all applicable laws, rules and regulations of governmental authority.

JURISDICTION — This Agreement shall be governed in accordance with the laws of the jurisdiction where the Works are delivered or performed, and not the United Nations Convention on the Sale of Goods.

VALIDITY OF PROVISIONS — In the event any provision or any part or portion of any provision of this Purchase Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.