

KKT chillers, Inc.

GENERAL TERMS AND CONDITIONS OF SALE

The following are the Terms and Conditions of Sale applicable to KKT chillers, Inc.'s ("KKT") sale of products and services

GENERAL

These general terms and conditions of sale constitute the entire understanding of the parties relating to the purchase and sale of any and all goods ("Products") and services ("Services") and supersede all prior oral or written understandings, proposals, and agreements (the "Agreement"). No addition or modification to these terms and conditions will be binding on KKT unless agreed to in writing signed by an authorized representative of KKT. KKT shall not be bound by prior course of dealing or trade usage. ALL TRANSACTIONS ARE GOVERNED BY SELLERS' TERMS AND CONDITIONS. ANY PROPOSAL, CONFIRMATION, ACCEPTANCE, OR OTHER COMMUNICATION THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM THESE TERMS AND CONDITIONS ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY BUYER SHALL NOT OPERATE AS A REJECTION OF THE ORDER BUT AS A COUNTEROFFER OF SUCH ADDITIONAL OR DIFFERENT TERMS.

PURCHASE ORDERS

Orders (each, an "Order") shall be placed in writing and are subject to acceptance by KKT. KKT's acceptance shall be evidenced by the delivery by KKT of a confirmation (a "Confirmation"). KKT is not obligated to accept any Orders, nor, until KKT has accepted an Order by a Confirmation, to sell any Products to Buyer. Each Order shall be deemed to incorporate these Terms, and, despite the issuance of a Confirmation, no terms of an Order, additional or different to these Terms shall be deemed accepted unless explicitly agreed to in writing in a Confirmation. A Confirmation may contain information such as estimated delivery dates. **Delivery dates provided by KKT are estimates only and KKT is not liable for failure to deliver on such dates.** KKT may allocate Products among its customers in its sole discretion, and/or make deliveries in installments. Delivery of a quantity, which varies from the quantity specified, shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery or nonconformity of an installment shall not entitle Buyer to cancel other installments. Written quotations by KKT are valid for a period of thirty (30) days from issue unless otherwise stated.

PRICES

Prices and other information shown in any KKT publication, written, digital or online (including product catalogs and brochures) are subject to change without notice and confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. Prices may be exclusive of and Buyer will pay or reimburse KKT for all sales, use, excise or similar taxes. Services will be provided in accordance with KKT's published Service rates (including applicable overtime and travel expenses and costs for lodging and meals) in effect as of the date such Services are provided, unless otherwise confirmed by KKT's written quotation or order

acknowledgment. Billable service time may include travel time to and from the job site and all time KKT's representatives are available for work and waiting (whether on or off the job site) to perform the services,

SAMPLES AND CATALOGUES

Any technical specifications, prices, figures, measurements, statements, descriptions, colors, illustrations, photographs, drawings, or any other matters shown on KKT's website or contained in KKT's brochures, catalogs, price lists, or advertising literature are not guaranteed to be accurate and are intended merely to represent a general description or depiction of the Products and shall not form part of any contract or agreement between KKT and the Buyer, unless expressly specified and incorporated into any contract or agreement between the parties in writing.

CHANGE ORDERS

No Order may be terminated, cancelled, changed or rescheduled by Buyer without KKT's prior consent. Any such changes shall be made only in a writing signed by an authorized representative of KKT. Buyer requested order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to KKT's prior approval and adjustments in price, scheduling and other affected terms and conditions. In any event, KKT reserves the right to reject any change that it deems unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines and standards, or incompatible with KKT's design or manufacturing capabilities.

PAYMENT TERMS

- A. The quoted price for all Products is Ex Works KKT's principal place of business or the location of shipment, whichever is applicable unless otherwise agreed upon in writing. Prices for Products and Services are quoted in U.S. Dollars and all payments must be made in U.S. Dollars.
- B. The quoted price of the Products and Services does not include applicable duties, taxes, assessments, freight costs, shipping costs, packaging, insurance, or similar charges, which shall be borne by Buyer, unless otherwise agreed upon in writing. All prices are subject to change prior to KKT's issuance of an acknowledgement. To the extent that any costs, including but not limited to freight and shipping costs, packaging and insurance, are prepaid by KKT, Buyer shall reimburse KKT promptly but no later than thirty (30) days after Buyer receives KKT's invoice for such costs.
- C. Unless otherwise specified on the face hereof, the terms of payment of the total invoice price for the Products and Services ordered hereunder shall be within thirty (30) days after Delivery. In case of partial Delivery, KKT may invoice Buyer and Buyer shall make payment for the value of such partial Delivery. Time shall be of the essence with regard to all of Buyer's payment obligations hereunder. KKT reserves the right to suspend any further performance under this agreement or otherwise in the event payment is not made when due.
- D. Overdue amounts shall bear a delinquency charge of interest at eighteen percent (18%) per annum or the maximum rate permitted by law.
- E. Buyer shall have no right of set-off with alleged counter-claims. Any assignment of Buyer's counter-claims to a third party without KKT's prior written consent shall be void.

F. Buyer agrees to reimburse KKT for any costs and expenses (including reasonable attorneys' fees) in connection with the collection of any amounts owed to KKT under this Contract.

G. KKT may from time to time demand payment terms that are different from the payment terms stated herein whenever it reasonably appears that Buyer's financial condition requires such change. Furthermore, KKT may require additional assurances of Buyer's ability to pay whenever it reasonably appears that Buyer may not be able to make payments in accordance with these Terms. Such demands by KKT shall be made in writing and KKT may, upon making such demand, stop production or suspend shipment of any Product ordered by Buyer pursuant to these Terms. If, within the period stated in such demand, Buyer fails or refuses to accept such different terms of payment or fails or refuses to give adequate assurance of his ability to pay, KKT may, at KKT's sole option, treat such failure or refusal as a repudiation of any portion of an accepted order which has not been fully performed.

PACKING & MARKING

Buyer-specified packing or marking may be subject to additional charges not otherwise included in the price of the Products.

WEIGHTS AND DIMENSIONS

Published weights and dimensions are estimates or approximate only and are not guaranteed.

ORDER CANCELLATION

An order may be canceled by the Buyer prior to shipment only by written notice and upon payment to KKT of reasonable cancellation and restocking charges as set forth herein. Upon cancellation or suspension at the request of the Buyer, and acceptance by KKT, Buyer shall reimburse KKT promptly for all expenditures incurred by KKT, including, but not limited to, material used, labor and engineering services, a proportionate share of direct manufacturing, engineering, selling, general and administrative expenses, and profits, which would have been earned under the purchase order. In addition, the Buyer shall also reimburse KKT for any extraordinary costs and other expenses attributable to such suspension or cancellation. No Products shall be returned to KKT (whether due to cancellation of a purchase order or for any other reason not the fault of KKT) without prior written authorization from KKT. An inspection and restocking charge on all returned items will, at KKT's option, be required. Any request to return Products shall include, in addition to other information reasonably requested by KKT, a full description of the Products, the date of the purchase order and KKT's invoice number. KKT has the right to cancel an order at any time and for any reason by written notice to Buyer, and KKT will be entitled to cancellation and restocking charges as identified above. In the event of cancellation of an order by KKT, KKT shall be not be liable to Buyer for any damages, costs, fees or the like.

DELIVERY TERMS

KKT will decide how to pack and ship unless specific written instructions are given by Buyer and accepted by KKT. If required, special export packaging that includes extra packaging, fully crated,

with corrosion protection and heat-treated lumber can be included for an additional charge. Special packaging will not be provided by KKT unless requested in writing by Buyer. Unless otherwise expressly agreed to in writing by KKT, all shipments are as per Incoterms Ex Works (International Incoterms 2020), KKT shipping point ("Delivery Point"), at which point title also transfers ("Delivery"). Delivery dates are approximate, not guaranteed, and are subject to prompt receipt of all necessary information from Buyer. Products are deemed delivered on the day the shipment is made available to the carrier. Buyer or its designated shipper shall take delivery of the Products within 5 days of notice that the Products will be or have been delivered to the Delivery Point. If Buyer does not take delivery within the provided time frame, KKT, in its sole discretion, may charge Buyer a storage fee.

LIMITED WARRANTY

A. Products: KKT warrants that the Products shall be free from material defects in workmanship, material and design for a period of one (1) year from the date of invoice from KKT or its appointed distributor, as the case may be. Replacement parts provided under warranty are similarly warranted for a period of three (3) months from the date of shipment to Buyer or the remainder of the original warranty term, whichever is longer. KKT EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR APPLICATION, NONINFRINGEMENT, TITLE, CONDITION, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, DESPITE KKT'S ACTUAL KNOWLEDGE OF ANY PRODUCT'S INTENDED USE OR ANY ADVICE OR REPRESENTATIONS THAT MIGHT HAVE BEEN RENDERED BY KKT CONCERNING THE DESIGN, MANUFACTURE, SALE OR USE OF THE PRODUCTS. No statement, conduct or description by KKT or its representatives, beyond this limited warranty, shall constitute a warranty. TO THE EXTENT THAT ANY WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THOSE WARRANTIES ARE EXPRESSLY LIMITED TO THE EXCLUSIVITY, THE DURATION OF THE WARRANTY PERIODS, AND ARE SUBJECT TO THE EXCLUSIVE REMEDIES SET FORTH HEREIN. Buyer disclaims reliance on (i) any sales descriptions or representations made by any employee or agent of KKT, or (ii) any brochures, catalogs, advertisements, or other product/sales literature not expressly incorporated herein. None of KKT's employees or agents has authority to issue or make any warranty. Buyer is not relying on any technical or other advice from KKT in connection with its purchase or use of the Products. Products are subject to tolerances and variations consistent with trade usage and practices concerning dimension, weight, size, composition, surface, properties and condition.

B. Services: KKT warrants that Services, including engineering and custom application programming services, whether provided on a fixed cost or time and material basis, will be performed in a professional and workmanlike manner, using reasonable care and skill, and in accordance with the generally accepted standards, procedures and techniques in the industry. All other warranties with regard to Services, express or implied, are expressly disclaimed.

C. Buyer: The limited warranty set forth herein is only extended to Buyer purchasing the Products or Services from KKT or its appointed distributor.

D. Buyer Specifications: KKT does not warrant and will not be liable for any design, materials or construction criteria furnished or specified by Buyer and incorporated into the Products or for Products made by or sourced from other manufacturers or vendors specified by Buyer. Any warranty applicable to such Buyer-specified Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than KKT to the extent permissible thereunder.

EXCLUSIONS TO THE LIMITED WARRANTY

The express warranty is voided and shall not apply to defects, failures or resulting damage, injury or death caused by:

- (i) ordinary wear and tear;
- (ii) misuse, improper installation or improper maintenance of the Products;
- (iii) improper installation or maintenance of equipment to which the Products are connected, attached, or incorporated into;
- (iv) use of a design stipulated or specified by Buyer;
- (v) improper or unauthorized alterations, repairs, changes or modifications;
- (vi) failure by Buyer to observe instructions for the installation, operation, maintenance, cleaning or repair of the Products;
- (vii) failure to use properly trained staff to operate, maintain, clean or repair the Products;
- (viii) unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment; or
- (ix) any other improper conduct or activities caused by fault or negligence of anyone other than KKT.

Furthermore, KKT shall not be liable for a breach of the limited warranty set forth above unless: (i) Buyer gives written notice of the defect, reasonably described, to KKT within 30 days of the time when Buyer discovers the defect; and (ii) KKT is given a reasonable opportunity after receiving the notice to examine such Products.

EXCLUSIVE REMEDY

Upon any alleged breach of the limited warranty set forth above and timely written notice of a Product's defect, KKT may, at its election, (i) replace the defective Products; (ii) repair the defective Products, or (iii) refund the applicable portion of the price for the non-conforming Products (without interest). The exclusive remedies, if any, are only available if KKT's examination does not disclose, to its sole satisfaction, that any alleged defect has not been caused by any of the exclusions of the limited warranty stated above, including but not limited to, mis-use, neglect; improper installation, operation, maintenance, repair, alteration or modification; accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment. THESE REMEDIES ARE BUYER'S SOLE AND EXCLUSIVE REMEDY AND KKT'S SOLE LIABILITY WITH RESPECT TO A BREACH BY KKT OF THE LIMITED WARRANTY.

LIMITATION OF LIABILITY

IN NO EVENT WILL KKT BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. KKT'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND

LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM OR LIABILITY. THIS LIMITATION IS CUMULATIVE AND NOT PER INCIDENT. THIS LIMITATION IS AN ESSENTIAL ELEMENT HEREOF, AND KKT'S PRICES ARE DETERMINED IN PART BY TAKING INTO ACCOUNT THIS LIMITATION. ANY ACTION AGAINST KKT MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF KKT'S VENDORS, APPOINTED DISTRIBUTORS AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

RETURNS

All returns of Products will be subject to KKT's prior written approval ("Return Authorization"). KKT will not accept any returned Products without a Return Authorization. Non-warranty returns of unused and salable Products for credit will be subject to KKT's return policies in effect at the time, including applicable restocking charges and other conditions of return. Products returned under warranty must be packaged and shipped in accordance with KKT guidelines to a KKT-specified location. Buyer will be responsible for all freight costs and risk of loss in transit and shall not be considered accepted for return or warranty until received, inspected and acknowledged to be in a suitable salable condition. Products returned via common carrier Shipping containers must be clearly marked per KKT's instruction and shipped freight prepaid by the Buyer.

FORCE MAJEURE

KKT will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, KKT's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

COMPLIANCE WITH APPLICABLE LAW

Buyer shall observe and comply with all federal, state and local laws, ordinances, codes, administrative decisions, and regulations relating to the installation, repair, and maintenance of the Products, including without limitation environmental and pollution control laws, and export laws.

EXPORT CONTROL/ANTI BRIBERY

A. The parties represent, warrant and undertake to each other on a continuous basis that they shall comply with all applicable anti-bribery and anti-money laundering laws, rules, and regulations of

the United States, European Union or any member state, and any other similar laws in all applicable jurisdictions. These laws include, without limitation, the currently effective or successor versions of the U.S. Foreign Corrupt Practices Act; the UK Bribery Act 2010; the UK Money Laundering Regulations 2007; the UK Anti-Terrorism, Crime, and Security Act 2001; the UK Proceeds of Crime Act 2002; and the Brazilian Anti-Corruption Laws. In addition, the parties represent, warrant and undertake to each other on a continuous basis that they shall each respectively take no action, which would subject the other to fines or penalties under such laws, regulations, rules or requirements.

B. KKT Pak reserves the right to suspend or cancel all or any portion of this Agreement, without incurring any liability to the Buyer for damage or loss arising out of or relating to such cancellation, in the event KKT reasonably determines that provision of the Products and/or Service would violate or be prohibited under applicable anti-bribery and anti-money laundering laws, rules, and regulations.

GOVERNING LAW AND VENUE

This Agreement shall be construed, and the respective rights and duties of Buyer and KKT shall be determined, according to the laws of the State of Illinois, without giving effect to its principles of conflicts of laws. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Illinois and agree that such litigation shall be conducted only in the courts of Cook County, or the federal courts for the United States for the District of Illinois located within such county, and no other courts, where this Agreement is made and/or to be performed.

GENERAL

A. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous communications, representations, or agreements, whether oral or written.

B. This Agreement may only be amended by written agreement signed by both parties, evidencing a clear intention to amend the terms of the Agreement.

C. Neither party may assign or transfer its rights or obligations under the Contract to any third party, without the prior written notice to or consent of the other party (such consent will not be unreasonably withheld), however, consent will not be required for internal transfers and assignments as between KKT and its parent corporations, subsidiaries or affiliates as part of a consolidation, merger or other form of corporate reorganization.

D. If any provision of the Contract is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either party of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

E. Any provision of this Agreement, which contemplates performance after termination, or expiration of this Agreement will survive and remain in full force and effect. All provisions will survive the expiration or termination of this Agreement to the fullest extent necessary to give the parties the full benefit of the bargain expressed herein.

F. Unless otherwise provided in this Agreement, no delay or failure by a party in exercising any right, claim or remedy provided by law or under this Agreement shall constitute or be construed as a waiver or variation of the same and shall not affect that party's right later to enforce or to exercise it.

G. The invalidity in whole or in part of any part of this Agreement shall not affect the validity of the remainder of this Agreement. The rights and remedies set forth in this Agreement are the exclusive rights and remedies of each part with respect to this Agreement, its performance and breach.