The following are the Terms and Conditions of Sale of Robertshaw s.r.o., a Czech Republic company (the “Company”), for those of its products it may agree to sell for distribution (“Products”).

**II. ORDERING INFORMATION**

A. Company will only accept orders from its recognized Distributors, or the Distributor’s recognized branches. Possession of Company’s product catalog or Price Schedule does not constitute authority or right to purchase items directly from Company.

B. To submit orders, please fax order to: +420 587 805 241

C. Orders must state Distributor’s account number, ship to address, catalogue part number, item description, quantity ordered and unit price. Orders will not be processed without this information confirmed in writing by Distributor.

D. Order changes by Distributor must be made in writing, or verified in writing, before Company can complete processing of the order, and shall be subject to the terms of Section V below.

E. All Products may be combined in a single order for best pricing and freight terms.

F. Products carrying the footnote “@” are only available in the multiples shown. Some items are also noted with a required minimum purchase quantity that must be followed. Company reserves the right to increase the order quantity in compliance to item minimums and multiples without authorization by Distributor, or to refuse to accept the order.

G. A minimum net billing of €100 per order, per branch drop shipment applies (excluding freight and/or applicable taxes).

H. Orders will only be accepted for shipment to one destination. Portions of orders for shipment to other addresses will be considered separately for pricing, freight, and item minimum and multiple requirements.

I. Drop shipments to destinations other than a recognized Distributor’s address, or its recognized branch address, will require approval based solely at the discretion of Company. If approved, additional charges may apply. Standard order terms and requirements will apply.

J. Nothing in these Terms and Conditions of Sale requires or is intended to require or shall be construed by Distributor as requiring Company to accept any purchase order from Distributor, and Company shall have no liability to Distributor or to any third party in the event Company decides not to accept any order.

K. All orders are final once shipped to Distributor.
III. PRICING

A. PRODUCT PRICES ON ALL ORDERS ARE SUBJECT TO CHANGE OR WITHDRAWAL WITHOUT NOTICE AT ANY TIME. Company reserves the right to make price changes during the term of any blanket orders unless prices are specifically designated in Company’s quotation as “firm” for a specified period of time. Company’s Europe HVAC and Appliance Wholesaler Policy and Distributor Price Schedule 001, literature number 150-2527, US HVACR and Appliance Wholesaler Policy and Distributor Price Schedule 157, literature number 150-2476, HVACR and Appliance Canadian Distributor Price Schedule C153, literature number 150-2477, and Canada HVACR and Appliance Distributor Price Schedule C153-BMS, literature number 150-2478 may be ordered online or electronically downloaded in their current versions through Company’s online literature service at www.Robertshaw.com.

B. Prices do not include any applicable taxes, excises, duties, quotation fees or other government charges or surcharges that Company may be required to pay or collect under any existing or future law. Distributor agrees to pay or reimburse Company for any applicable taxes, charges or surcharges that Company or Company's agents or suppliers are required to pay.

C. In the event any order submitted by Distributor to Company contains pricing not in accordance with Company’s then-current Price Schedule, or its special quoted pricing, Company will notify Distributor of the discrepancy in price and Distributor shall correct the pricing in writing by either acknowledging the correction on a revised order confirmation, a pricing approval form, or by submitting a new order to Company. All orders shall be placed on hold until Distributor provides written acknowledgment of correct pricing.

IV. PAYMENT TERMS

A. Subject to Company's Credit Department approval, standard invoice payment terms are Net 30 days from date of shipment.

B. Payments can be made either via money order, wire transfer, or irrevocable and confirmed letter of credit, paid to the order of the remittance name specified on the respective invoice. All billings and payments shall be in Euros (EUR) or such other currency as Company's Sales Order Acknowledgment may provide for. Company may require cash in advance or an irrevocable letter of credit, which Distributor shall furnish upon request.

C. Distributor’s order requires payment in advance, supplies and raw materials may not be purchased and Product may not be produced or shipped until payment is received and funds are cleared from the bank upon which they are drawn. In the event standard or non-standard Product is produced and funds do not clear Distributor’s bank, Distributor is liable to Company for all associated costs and damages thereof including, but not limited to: price of Products already shipped (plus freight charges); finished goods; costs of work-in-progress, vendor items, raw materials and parts Company cannot return, vendor cancellation charges (if any) and other costs related to the order or incurred therewith. Applicable Product lead-times will begin once funds clear.

D. Invoices are due and payable in one installment and any portion of the price which is not paid on time shall be subject to a service charge equal to 2% above the EURIBOR rate from time to time in force, from the due date until the amount is paid in full (before and after judgment). Company shall be entitled to recover from Distributor all costs for collection, including reasonable legal fees and court costs incurred by Company in connection with any amount due to the Company from Distributor. Company reserves the right to withhold shipments or require Distributor to provide payment in advance if, in Company’s judgment, Distributor presents a credit risk.

E. Deductions are not allowed without prior written authorization from Company. Any invoice corrections or money owed Distributor will be issued in the form of a credit from Company to Distributor’s account.

V. FREIGHT AND DELIVERY TERMS

A. Unless otherwise agreed by Company in writing, the shipment terms for all orders are Ex works (Company’s premises) (EXW, Incoterms 2010).

B. All freight, storage, insurance or other costs of shipment arising outside of an EXW arrangement shall be paid by Distributor and, if advanced by Company, shall be added to Distributor’s invoice.

C. Company agrees to use commercially-reasonable efforts to meet delivery schedules requested by Distributor and agreed to in Company’s Sales Order Acknowledgment, but shall have no liability for failure to do so for any reason and time for delivery shall not be of the essence.

D. Company reserves the right to select the manner in which the Product is packaged. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges, unless otherwise agreed by Company in writing.

E. Orders acknowledged by Company may not be canceled or amended, or deliveries deferred by Distributor, except with Company’s prior written consent, and then only upon such terms as shall be acceptable to Company. In the event of order cancellation, in whole or in part, Distributor shall be liable to Company for all costs and damages arising from or related to such cancellation including, but not limited to: price of Products already shipped (plus freight charges for finished goods); costs of work-in-progress, including vendor items, raw materials and parts Company cannot return; vendor cancellation charges (if any) and other documented costs related to the order.

F. Title and risk of loss to all Products shall pass to Distributor upon delivery.

G. Code of Conduct Compliance. Distributor shall comply with the Robertshaw Supplier Code of Conduct and the Robertshaw Code of Conduct, including their Anti-Bribery provisions, copies of both of which are available upon request to Company. Distributor shall indemnify and hold Company and its directors, officers, shareholders, employees, agents and representatives harmless for any and all liability including, but not limited to, any and all fines, penalties, losses, costs, damages or expenses (including legal, expert and witness fees) incurred by Company as a result of, or relating to, Distributor’s non-compliance with the terms therein.

H. Harmonized Commodity Descriptions and Codes and export classification numbers if provided by Company, represent solely an opinion of Company. Under no circumstances shall Company be liable whatsoever for the validity or any inaccuracies therein. Distributor shall be solely responsible for ensuring the proper classifications are declared on the shipment documents and to the relevant authorities. It is incumbent on Distributor to consult with a trade compliance expert to review and determine the correct classification for the imported/exported Products.
VI. INSPECTION AND ACCEPTANCE

A. Distributor shall inspect all deliveries within two (2) business days of receipt. In the event there is damage to Product or shortage of Product, Distributor shall notify any carrier and Company within the two (2) business-day period and provide a copy of the signed packing list noting the damage or shortage thereon. Products shall be deemed to have been finally inspected and accepted by Distributor within ten (10) days after date of invoice, unless a written notice of claim is given by Distributor to Company within the 10-day period. This ten (10) day period applies to all other discrepancies, including discrepancies in invoicing, shortage or damage, and excludes shortage in shipment caused by carrier or damaged shipment caused by carrier, as provided above, which requires two (2) business days’ notice. No Product subject to a claim may be returned without the prior authorization of Company. Authorized return shipments must be sent to Company accompanied by a packing slip, and include Company’s Return Materials Authorization (RMA) Number, the number of cartons and items received, condition of cartons and any other relevant facts that would be helpful in tracing the cause of the discrepancy, and must have transportation charges prepaid.

B. Company will verify all reports of shipping discrepancies and, where applicable, will issue a credit invoice. No prior debits will be accepted.

VII. WARRANTY

A. Warranty

1. Company warrants its standard Products listed in the then-current Distributor Price Schedule to be free from defects in workmanship and material under normal use and service and to perform substantially in accordance with published Company specifications (subject to reasonable tolerances) in effect at the time of acceptance of Distributor’s order, for a period of twenty-four (24) months from the date the Product is manufactured (the ”Warranty Period”).

2. Exceptions from the warranty stated above: Some Products may contain extended warranties. Please refer to the Product’s documentation for specific warranty coverage, if applicable.
   • Plastic items are not warranted for failure after installation in a machine or assembly.
   • Product subjected to abuse or damage is not warranted. Abuse or damage may be indicated by, but not limited to, one or more of the following:
     - Burned contacts
     - Stripped threads
     - Water or fire damage
     - Split castings
     - Abuse or tampering
     - Missing parts
     - Improper installation or application

3. Products that fail during the Warranty Period and otherwise qualify under the terms of Company’s Warranty will, in Company’s sole discretion, be (i) credited to Distributor’s account at Distributor’s lowest net invoice amount, (ii) repaired, or (iii) replaced provided that the Products are returned to Distributor pursuant to Section VIII (B) below. Payment deductions for warranty returns are not allowed. In no event shall the warranty claim exceed the Product price allocated to the Distributor’s invoice net invoice price over either the previous twelve (12) months, or since inception of an Agreement between Company and Distributor, if any, whichever is less. If a returned Product is determined by the Company, in its sole discretion, to fall under the Warranty above, and if Distributor has requested on the packing list that a replacement Product be sent to Distributor, then Company will issue a replacement Product in lieu of issuing a credit to Distributor. Company reserves the right to supply suitable substitutes for Warranty Products that are not currently in production or otherwise available. Costs of Product removal or re-installation, including labor, are not the responsibility of Company and not included in the Warranty.

4. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, OR REPRESENTATIONS, BY OPERATION OF LAW OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST SALES, LOST REVENUES OR PROFITS, LOSS OF USE, OR GOODWILL ARISING OUT OF OR RESULTING FROM THE USE OR INABILITY TO USE COMPANY’S PRODUCTS. ANY STATEMENTS OR REPRESENTATIONS MADE BY OTHER PERSONS, ENTITIES, OR ANY THIRD PARTIES ARE SPECIFICALLY DISCLAIMED AND SHALL BE NULL AND VOID.

5. THE FOREGOING REMEDY SHALL BE THE DISTRIBUTOR’S SOLE AND EXCLUSIVE REMEDY AND COMPANY’S SOLE OBLIGATION FOR FAILURE OF PRODUCT TO CONFORM TO THE WARRANTY.

B. Return for Warranty Consideration

1. All Products to be considered for warranty must be returned to Company with freight and transportation charges prepaid.

2. Product returned to Company must be packaged in such a manner that will prevent any further damage to the Product during transit. The Warranty terms above shall not apply to any items damaged in transit.

3. An itemized packing slip, including Distributor’s name and address, is required for each shipment to Company of Product(s) to be considered for warranty. The packing slip must contain a reference number, items and their quantities being returned, reason for warranty return, date of installation, date of failure, and a contact name at the Distributor in case further information is required.

4. All cartons must be clearly identified as WARRANTY PRODUCT and returned to:

   Warranty Department
   Robertshaw
   Dlouhá 4
   785 01 Sternberk, Czech Republic

C. Inspection of Product

1. Company will inspect each item to confirm that the returned Product qualifies for the Warranty in Section VII. If the inspection by Company does not disclose any defect covered by the Warranty, then Company shall notify Distributor accordingly and the Distributor has the option to request Company to scrap the Product or return it at Distributor’s expense. AT COMPANY’S OPTION, COMPANY MAY SCRAP THE PRODUCT WITH NO FURTHER LIABILITY TO DISTRIBUTOR, UNLESS DISTRIBUTOR NOTIFIES COMPANY OTHERWISE WITHIN ONE (1) WEEK OF COMPANY’S NOTIFICATION.

2. In the event Distributor sends Company products that were not manufactured and/or distributed by Company, Company will notify Distributor. Distributor has the option to request Company to scrap the product or return it at Distributor’s expense. AT COMPANY’S OPTION, COMPANY MAY SCRAP THE PRODUCT WITH NO FURTHER LIABILITY TO DISTRIBUTOR, UNLESS DISTRIBUTOR NOTIFIES COMPANY OTHERWISE WITHIN ONE (1) WEEK OF COMPANY’S NOTIFICATION.
D. Final disposition of any warranty claim shall be determined solely by Company and shall be final and binding.

VIII. RETURN MATERIAL AUTHORIZATION (FOR NEW AND UNUSED PRODUCT RETURNS)
A. Returns will not be accepted, nor credits given, without a factory authorized Return Materials Authorization (hereinafter “RMA”). RMAs are only issued to the original point of purchase location for current manufactured and/or distributed Products that fall within the Warranty terms and have been purchased within the previous twelve months. Returns will not be accepted for special order or non-stock items (as indicated in the Price Schedule).
B. In order to request an RMA number, Distributors must provide the invoice number, sales order number (or customer’s purchase order number), the item numbers and quantities of Products they wish to return, and the reason for return to their Sales or Customer Service Representative.
C. RMA Processing
1. The RMA number is valid only if the Product it refers to is received at the address specified on the RMA form, freight and transportation charges prepaid, within fourteen (14) days from the date of Company’s issued authorization. Company may reject the request if Product is received after fourteen (14) days from the date of Company’s issued authorization.
2. The Product must be received in its original saleable condition (including all accessories and inserts), in its original packaging, and undamaged. Damaged Product will not be accepted for return or replacement, even if a RMA number has been issued.
3. Credit for the return will be based on the lowest net invoice amount for the Distributor over the last 12 months unless proof of purchase for the actual shipped Product is provided.
4. All returns are subject to a minimum fifteen percent (15%) restock charge or €15.00, whichever is greater. Company will not accept returns that do not have a proper RMA or are sent to Company in error.

IX. DISCONTINUED PRODUCTS
A. Company reserves the right to discontinue distribution of any Product without notice, or substitute material or complete devices, when items ordered are not currently in production or otherwise available.

X. PERMISSIBLE VARIATIONS
A. Company may, prior to the delivery of Product to Distributor, make changes in the Product including, but not limited to, changes to the model, design, component parts or dimensions. In addition, Company may make any change or variation in the Product that is within industry, government or professional organization standards or specifications applicable at the time of manufacture, without notice to Distributor. Distributor hereby agrees to accept any Product that may incorporate any such changes or variations, and any increase in price resulting from such changes or variations will be for the account of Distributor.

XI. FORCE MAJEURE
A. Company shall not be liable for any delay or failure in performance, or for any damages suffered by the Distributor by reason of such delay or failure, if caused or arising directly or indirectly from any act beyond Company’s reasonable control including, but not limited to: acts of God; vandalism; sabotage; accidents; fires; floods; strikes or other labor disputes; mechanical breakdowns; shortages or delays in obtaining suitable parts, equipment, material, labor, power or transportation; acts of suppliers; interruption of utility services; acts of terrorism, or acts of any unit or agency of government. Any delays so occasioned shall affect a corresponding extension of Company’s performance dates that are, in any event, understood to be approximate.

XII. LIMITATION OF LIABILITY
A. Subject to clause XII (C), Company shall not in any circumstances be liable for any loss of use, production, profit, business, contracts, revenues or anticipated savings, any increase in operating costs, any product recall or corrective action costs or any other financial or economic loss or any indirect or consequential loss or damage whatsoever whether suffered by Distributor or by any third party.
B. The exclusions and limitations of liability contained in these Terms and Conditions shall apply to all claims of any kind whether in contract tort or otherwise on the part of Company, its employees, agents, sub-contractors or suppliers.
C. No limitation or exclusion contained in these Terms and Conditions shall apply in cases of fraud or fraudulent misrepresentation or in cases of death or personal injury caused by the negligence of Company, or for any other matter for which it would be illegal to exclude or to attempt to exclude Company’s liability.
D. Except as provided under clause XII(C), notwithstanding anything else in these Terms and Conditions or otherwise, the total aggregate liability of Company to Distributor for all claims of any kind for any loss or damage resulting from its performances or lack of performance under this and all other contracts under these Terms and Conditions in any one calendar year will not in any event exceed an amount equal to 50% of the value of the Products delivered to Distributor in that calendar year.

XIII. CONFIDENTIALITY
A. Company’s Price Schedules, quotes and any discounts contained herein are considered confidential and/or proprietary information of Company and Distributor shall in no instance share any Price Schedules or discounts, business discussions, financial information, or other confidential and/or proprietary information of Company with any other person, group, entity, or third party.

XIV. GENERAL
A. This document shall be governed by and construed in accordance with the laws of the Czech Republic without regard to its conflict of laws provisions. The United Nations ‘Convention on Contracts for the International Sale of Goods’ signed in Vienna in 1980 shall not apply. Any disputes, controversies or differences arising out of or in any way connected with this document shall be determined and finally settled by binding arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce “Rules”, by a single arbitrator appointed in accordance with such Rules. The venue of arbitration shall be in London, England and the arbitration proceedings shall be conducted in the English language. Nothing in this arbitration clause shall prevent a party from applying to any appropriate court in the other party’s jurisdiction for any injunction or other like interim remedy to restrain the other party from committing any breach or anticipated breach of these Terms and Conditions.
B. Company and Distributor expressly agree that all terms and conditions, quotations, purchase orders and any related documents and correspondence
be drafted and interpreted in the English language.

C. In the event that any of the provisions hereof shall be held invalid, illegal, void or unenforceable, the remaining provisions shall remain in full force and effect as written.

D. As used herein, the terms Distributor and Company include their respective heirs, executors, personal representatives, successors and assigns, including their corporate successors by purchase, merger and acquisition.

E. Distributor may not assign its rights or obligations, or any portion thereof, without the advance written consent of Company.

F. Paragraph headings are inserted for convenience of reference only and shall not be used in the construction or interpretation hereof.

G. Company’s failure to assert any of its rights under these Terms and Conditions of Sale shall not be deemed a waiver of such rights and shall not extend to or affect any other right Company may possess or to any subsequent or dissimilar event.

H. These Terms and Conditions of Sale supersede any and all previously published versions issued by Company. Except where there exists a fully executed agreement between Distributor and Company, these Terms and Conditions of Sale constitute the entire agreement between Distributor and Company and supersede all previous and/or contemporaneous understandings and agreements, whether verbal or written, express or implied, relating to the subject matter herein. Any changes to these Terms and Conditions of Sale must be in writing and signed by an authorized representative of Company.