



## **General Terms and Conditions of Sale of Mobile Climate Control Inc.**

1. These Terms and Conditions of Sale (hereafter “GTC”) for Mobile Climate Control Inc. constitute the sole agreement applicable to Mobile Climate Control (hereafter “MCC” or “Seller”) sale of goods and services.
2. MCC may also be referred by this GTC to as “Seller”. The Seller is a provider / manufacturer of Products and / or material(s) and / or Services used or intended to be used by the Buyer. The “Buyer” is referred to "Affiliate(s)" shall mean as to any Party, any corporation, person, or other entity, which directly or indirectly controls such Party, which is under the same or indirect ownership or control as such Party, or which is directly or indirectly owned by or controlled by such Party. The Seller and the Buyer may also be referred to as “Party” or jointly as “Parties”.
3. These GTC expressly excludes the application of any other general terms of sale as well as any document issued by it in relation to MCC’s sale of goods and services.
4. These GTC may only be modified by a written statement signed by MCC. This latter expressly excludes any provision to the contrary made by the buyer in particular all provisions as may be set out in the buyer’s own terms and conditions of sale, unless otherwise agreed in writing.
5. All exchanges of communication between MCC and the buyer must be in writing, unless otherwise agreed in writing. Other methods of communication must first be expressly accepted in writing by MCC to render such communication enforceable.
6. If a separate sales agreement was concluded between MCC and the buyer in which the provisions of GTC constitute an appendix to the supply agreement, GTC shall prevail in the provisions of the supply agreement and in the event of discrepancies between the provisions of GTC and the supply agreement, the parties shall apply the provisions of the supply agreement.



7. Unless stated otherwise, prices are stated in USD or other currency agreed between sides in writing, are subject to change without notice, and do not include taxes or duties of any kind in the country of origin of the Products. These are the obligations of Buyer, and imposition of such upon Seller shall entitle Seller to reimbursement from Buyer.
8. Subject to credit approval, payment shall be made 30 days from date of invoice unless otherwise agreed in writing. If payment is not timely made, Seller shall have the right to charge interest on the unpaid balance, which shall accrue from the date at a rate which is the lesser of 2 % per month or the maximum legal rate. Buyer shall indemnify Seller against any and all expenses of collection arising from Buyer's default.
9. Unless designated otherwise, goods are sold FOB Seller's factory. Buyer shall bear the risk of loss, damage, or destruction from the shipping point unless otherwise agreed in writing or indicated in INCOTERMS 2020.
10. MCC warrants the goods which are of Seller's manufacture in accordance with its applicable Warranty Conditions which are indicated in separate document. For any other goods sold hereunder, Seller shall furnish and assign to Buyer only such warranties as Seller receives.
11. Seller's maximum liability for any reason (except for personal injury) under this contract shall consist of the refunding of all moneys paid subject to the right of removal and return of equipment to Seller. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Unless specifically agreed in writing, seller shall not be liable for corrosion, or the physical or chemical effects of liquids, gases, or other materials used with the goods. Any claim for breach of contract or obligation must be brought within one year after the breach occurs.
12. Work and materials in addition to, or different from, that stated herein, and changes in drawings or specifications, shall be subject to Seller's approval, and shall entitle seller to an adjustment in the contract price and schedule. Cancellation shall be subject to Seller's approval, and shall entitle Seller to all damages or losses, including loss of reasonable profits, and for cost and expenses incurred.



13. Buyer may place Purchase Orders for Products and Services by e-mail, telefax, EDI or any other mutually agreed method in writing at the agreed single order entry point. The Seller shall provide the Buyer with a written confirmation of the Purchase Order(s). Unless otherwise agreed, if the Buyer has not received confirmation of the Purchase Order(s) within seven (7) working days from Seller sending the Purchase Order, the Seller shall be deemed to have accepted the Purchase Order(s). The Seller has an obligation to accept Buyer's Purchase Orders as long as such Purchase Orders are in the framework of the agreed Lead Times.
14. Unless specifically agreed in writing, shipment dates quoted are estimates, and Seller does not guarantee a particular date for shipment or delivery of goods. Seller shall not be liable for any losses, damages, or penalties occasioned by late performance, nor any deviation in performance due to fires, strikes, labor disputes, supplier delays governmental actions, acts of nature, or any other condition beyond Seller's control. Partial shipments are authorized. Quotations are valid for 90 days except as otherwise stated.
15. The Scope of Supply must strictly conform to all requirements of the Purchase Agreement and its appendices, including but limited to all specifications, Product data and quality requirements. The Buyer must provide the Seller with any and all needed documents, information and data for the sole purpose of delivering of the Products to the Buyer. Any and all such documents, information and data are and remain the sole and exclusive property of Buyer and/or its customer, and the Seller shall not disclose or use them for any other purpose than for the delivery of the Products for Buyer.
16. The Seller and Buyer may agree upon a forecasting process, if applicable. Unless expressly otherwise agreed upon in advance in writing, Buyer shall be under any obligation to purchase Products or materials from the Supplier on the basis of any forecasts issued, and such forecasted purchase volumes may only be exceeded or undercut by Buyer upon written agreement.



17. Buyer may cancel Purchase Order(s) subject to the following terms: (1) standard Products may be cancelled at no cost to Buyer only after written confirmation of Seller; (2) Buyers specific Products may be cancelled at no cost to Buyer prior to the agreed Lead Time of the respective Product only after written confirmation of Seller. In the event Buyer cancels a Purchase Order of Standard Products or Buyer specific Products after the expiry of the respective Lead Time of the Product, Buyer shall compensate the Seller against proper documentation the direct costs for materials which the Seller has incurred prior to the date of cancellation, provided that such direct costs are based on Buyers Purchase Order and the materials cannot be used for production of any other Products to be supplied by the Seller to Buyer, or to any other customer of the Seller.
  
18. Unless specifically agreed in writing, shipment dates quoted are estimates, and Seller does not guarantee a particular date for shipment or delivery of goods. Seller shall not be liable for any losses, damages, or penalties occasioned by late performance, nor any deviation in performance due to fires, strikes, labor disputes, supplier delays governmental actions, acts of nature, or any other condition beyond Seller's control. Partial shipments are authorized.
  
19. Seller shall have no liability whatsoever for equipment or component failures or other damages or losses which arise as a result of improper installation or incorrect application of the goods.
  
20. Seller shall not be liable or responsible to buyer, nor be deemed to have defaulted or breached this GTC, for any failure or delay in fulfilling or performing any term of this GTC when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
  
21. Any agreement arising hereunder shall be governed by, and construed in accordance with, the laws of the Ontario, Canada.



22. MCC may accept return goods; if buyer first obtains RGA and goods are returned in original packaging and in new condition. A minimum 25% restocking fee will be charged for all returned materials.
  
23. The matters arising under this GTC, the parties undertake to settle amicably, and if it is not possible to resolve the dispute in this way, the court entitled to resolve the dispute will be the court competent and proper for headquarter of this party which was sued by the other party.
  
24. A determination that any provision of a resulting agreement is ineffective or unenforceable shall not impair the enforceability of other provisions contained herein.