



## Master Terms & Conditions – Sale

- 1) **PAYMENT AND TAXES:** Payment shall be made in full to Carrier Corporation ("Carrier") prior to shipment of the equipment. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. All past due invoices will accrue interest at the lesser of 1% (one percent) per month or the maximum amount allowable by law.
- 2) **EXTRAS:** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
- 3) **RETURNS:** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4) **SHIPPING TERMS AND TRANSFER OF TITLE:** Unless otherwise agreed to in writing, all prices are Ex-Works Carrier's warehouse and title to the goods shall transfer to Customer at such point of delivery. Carrier's loading dock shall be the shipping point. The Customer is responsible for all freight charges, customs clearance and risks involved in the shipment to the job site.
- 5) **INSPECTION:** Before the Equipment is loaded for shipment to the Customer's receiving point, the Customer may require an inspection thereof by a qualified inspector. For used equipment, if the Customer does not inspect the Equipment before it is loaded for transit, the Customer is conclusively deemed to have accepted the Equipment. All costs associated with said inspection are to be borne by the Customer.
- 6) **WARRANTY:** CARRIER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Carrier does, however, pass on to Customer any available manufacturer's warranty for new products sold by Carrier to Customer. The remedies of the Customer shall be limited to those provided herein to the exclusion of any and all other remedies including, without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties, remedies, or this limitation will be binding upon Carrier unless in writing, signed by a duly authorized officer of Carrier. Customer acknowledges and agrees that the Equipment purchased hereunder is of a size, design and make selected by Customer and is suitable for Customer's purposes. Customer expressly disclaims any reliance upon any statement or representations made by Carrier. ANY SUCH MANUFACTURER'S WARRANTIES PASSED ON TO CUSTOMER ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7) **EXCUSEABLE DELAY:** Under no circumstances shall either party be liable for any delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
- 8) **LIABILITY LIMITATION:** Under no circumstances shall Carrier be held liable for any special, punitive, indirect, incidental, collateral, or consequential damages including, but not limited loss of revenue or profit, recalls, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. The Agreement price shall be the limit on Carrier's liability, whether founded in contract, statute, strict liability or tort (including negligence), arising out of, or resulting from (i) this Agreement or the performance or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement, or the use of any Equipment or (iii) the furnishing of any service.
- 9) **CARRIER TERMINATION FOR CUSTOMER NON-PERFORMANCE:** Should the Customer fail to make payment in accordance with the terms of this Agreement and such failure shall continue for a period of five (5) days, Carrier may, after three (3) days' notice in writing of such event terminate this Agreement, and take possession of the Equipment wherever it may be found without becoming liable for damages or for trespass.
- 10) **ACCEPTANCE:** If for any reason Customer shall fail to return to Carrier signed copies of this Agreement, any conduct by Customer which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute unqualified acceptance by Customer of the terms and conditions of this Agreement. The terms of this Agreement shall constitute the complete and exclusive statement of the Agreement between the parties hereto and may be modified only by written instrument executed by the authorized representative of both parties. Any terms proposed by the Customer, including but not limited to the terms of the Customer's purchase orders, which add to, vary from, or conflict with the terms herein are hereby objected to. This Agreement, whether used as an offer, an acceptance of an



offer, or a confirmation of a contract, is conditioned on and limited to its terms. By acceptance of the Equipment described on the face of this Agreement or by acknowledging receipt of this Agreement, Customer assents to all its terms and conditions. Any reference by Carrier to Customer's purchase order is solely for the purpose of incorporating the description and specifications of the Equipment contained therein to the extent that such description and specifications do not conflict with the description and specifications on the face of this Agreement.

- 11) **AMENDMENTS:** No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.
- 12) **ASSIGNMENT:** Customer may transfer or assign all or a portion of this Agreement only with Carrier's prior written consent. However, Carrier may transfer or assign all or part of this Agreement upon written notice to Customer.
- 13) **SEVERABILITY:** If any provision or provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and all other provisions will be interpreted and deemed modified so as to be enforceable to the extent allowed by law.
- 14) **HAZARDOUS MATERIALS:** Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.
- 15) **WASTE DISPOSAL:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
- 16) **GOVERNMENT PROCUREMENTS:** The Equipment, components and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such Equipment, components and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.
- 17) **CUSTOMER CONSENT:** Customer grants to Carrier and its successors and/or assigns the right to photograph Customer's premises where the equipment and/or services were installed or performed. Customer further grants to Carrier and its successors and/or assigns the right to use those photographs and videos, Customer's name and nature of Customer's relationship with Carrier in all forms of media for Carrier's marketing campaigns including but not limited to press releases, case studies, project profiles, newsletters, social media and promotional brochures.
- 18) **GOVERNING LAW AND CIVIL ACTIONS:** This Agreement shall be governed by the laws of the State of New York. Both parties agree that any civil action or lawsuit arising from the performance or non-performance of this Agreement, whether based upon contract, statute, strict liability or tort (including negligence), shall be commenced within two (2) years from the date such claim or cause of action arose.
- 19) **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous statements, purchase orders, agreements, and representations (except those written representations expressly incorporated in this Agreement). There are no other agreements, understandings, terms or conditions and neither party has relied upon any representation or warranty, express or implied, not contained in this Agreement.
- 20) **FOR WORK BEING PERFORMED IN CALIFORNIA:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
- 21) **INTERNATIONAL TRADE COMPLIANCE:** Sales and distribution of commodities, materials, hardware, software, services, and technology Customer receives from Carrier pursuant to this Agreement (the "**Product**") may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws



and regulations of the government authorities with jurisdiction over such activities, including the European Union and its Member States, the United States, and the United Kingdom (collectively, "**Trade Control Laws**").

- i) Customer will conduct all activities under this Agreement in compliance with Trade Control Laws.
- ii) Customer will not sell, supply, export, reexport, or transfer Products directly or indirectly to: 1. Belarus, Cuba, Iran, North Korea, Russia, Syria, or the Crimea, Donetsk, Kherson, Luhansk, or Zaporizhzhia regions of Ukraine or any other region that becomes restricted (each a "Restricted Country"); 2. to an individual or entity that is (i) an individual or entity designated on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals ("SDNs") and Blocked Persons List, the U.S. Department of Commerce's Bureau of Industry and Security's Entity List, the European Union's Consolidated List of Sanctions, as well as those of applicable Member States, and the UK Consolidated List; (ii) the Government of a Restricted Country, Venezuela, or Afghanistan, (iii) a person ordinarily resident in, or an entity registered under the laws of, a Restricted Country, (iv) an entity owned or controlled by a party in (i)-(iii), or (v) a person acting on behalf of, or for the benefit of, a party in (i)-(iv) (Parties in subparagraph 2(i)-(v) collectively, a "Denied Party"); 3. for an unauthorized end-use; or 4. in violation of Trade Control Laws.
- iii) Customer shall conduct reasonable diligence to verify its customers' or end-users' identity and location and confirm the Products' intended end-use (collectively, "End-User Diligence"). Customer's End-User Diligence must be sufficient to identify and prevent unauthorized transactions, including those involving Restricted Countries and Denied Parties. Customer shall promptly notify Carrier of any transactions involving Restricted Countries and Denied Parties, or other violations of Trade Control Laws with respect to Products or related services.
- iv) Notwithstanding any other provision of this contract, Carrier will not provide warranty, repair, replacement, or guarantee services for Products in Restricted Countries, to Denied Parties, or in violation of Trade Control Laws. If Customer extends to its clients any warranty that is broader in scope than the limited warranty provided by Carrier, Customer shall be solely responsible for all costs, expenses, liabilities, obligations, and damages resulting from the extension of such warranty.
- v) Upon request, Customer shall promptly provide Carrier with information about Customer's export of Products, including, without limitation, description, volume, value, Customer and/or end-user, transaction dates, and service details.
- vi) Customer represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is a Denied Party or is located, organized, or resident in a Restricted Country.
- vii) Carrier can terminate this Agreement effective immediately upon any of the following: 1. Customer becomes a Denied Party; 2. Customer violates Trade Controls or this clause with respect to any of the activities subject to this Agreement; or 3. Carrier reasonably determines that its Trade Control Laws compliance obligations prohibit Carrier's performance (each a "Trade Controls Event"). Termination under this clause shall be deemed a termination for just cause, relieving Carrier of any obligation to make further sales or provide further services (including warranty, repair, replacement, or guarantee services) under this Agreement, or to deliver any Products to Customer.
- viii) Customer shall hold Carrier harmless against all liabilities, and, to the extent permitted by Trade Control Laws, indemnify Carrier for all costs, expenses, damages, and losses incurred by Carrier arising from a Trade Controls Event or violation of this section. In no event shall Carrier be liable for any special, incidental, exemplary, or consequential damages, including but not limited to, lost profits, fines, or penalties imposed on Customer by relevant governmental authorities, arising in connection with Carrier's performance under this Agreement, including but not limited to delays, fees, or limitations imposed in connection with Trade Control Laws.

**22) DATA PRIVACY:** Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.



- 23) **ANTI-DISCRIMINATION POLICY** – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: [https://www.carrier.com/rentals/en/us/media/carrier-anti-discrimination-harassment-policy-02192021\\_tcm111-109848.pdf](https://www.carrier.com/rentals/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm111-109848.pdf).
- 24) **ADDITIONAL TERMS AND CONDITIONS – CANNABIS INDUSTRY** - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions are available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein and shall apply.