



STANDARD TERMS & CONDITIONS OF PURCHASE

ATTACHMENT C

APPLICABLE LAW / COMPLIANCE OBLIGATIONS

The following partial and nonexclusive summary of Applicable Law and related Seller compliance obligations is incorporated into Carrier's Standard Terms & Conditions of Purchase which may be found at <https://www.corporate.carrier.com/suppliers/terms-conditions/> (the "Terms") and any Agreement. Seller shall comply with all Applicable Law regardless of whether summarized in this Attachment C. All capitalized terms used in this policy but not defined shall have the same meaning given to them in the Terms.

1. DISCRIMINATION

All laws pertaining to fair employment practices or which prohibit discrimination because of age, color, sex, physical or mental handicap, race, nationality, religion or creed, or other similar federal or state laws or regulations (in the United States of America, this includes but not limited to (i) E.O. 11246, Section 202, 11625, 11701, and 11758 pertaining to fair employment practices or which prohibit discrimination because of age, color, sex, physical or mental handicap, race, nationality, religion or creed, or other similar federal or state laws or regulations, (ii) 38 U.S.C. 4212, as amended, pertaining to veterans' employment emphasis under Federal contracts, and (iii) E.O. 13496 pertaining to notification of employee rights under federal labor laws).

2. OTHER LABOR PRACTICES

All laws pertaining to labor and employment practices and child labor (in the United States of America, including, but not limited to, Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938 ("FLSA"), as amended (29 U.S.C. §§ 201-219) and of regulations and orders of the United States Department of Labor issued under Section 14 thereof, Section 12(a) and Section 15(a) (1) of the FLSA and the Walsh-Healy Public Contracts Act (41 U.S.C. §§ 35-45) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332), and any amendments thereto), as well as with the provisions of any other laws with respect to labor relations, minimum wages and hours of employment, now in effect or hereafter. Seller shall not use, and shall not allow any of its subcontractors, sub-suppliers or vendors involved in the production of parts or components for goods subject to Orders and this Agreement to use, child or forced labor.

3. DATA PRIVACY

(a) All laws pertaining to the processing, transferring and storage of personal data to be provided to Seller by Buyer, such as the name, address, telephone number, e-mail address, and/or any other information that may make any of Buyer's employees, directors, agents, contractors or other representatives identifiable ("**Buyer Personal Data**"), including the rules and regulations related to the European Union's General Data Protection Regulation, which became effective in May 2018 and as may be amended from time to time.

(b) If Seller does share, transfer, disclose or provide access to Buyer Personal Data to a third party, it shall: (i) be responsible for the acts and omissions of any subcontractor or other third party, that processes Buyer Personal Data on Seller's behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Buyer Personal Data; (ii) ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this

section; and (iii) only share, transfer, disclose or provide access to a third party to the extent that such conduct is compliant with applicable law.

(c) Seller shall provide written notice to Buyer as soon as possible but in no instance more than forty-eight (48) hours after any suspected incident of accidental or unlawful destruction, loss, alteration, or disclosure of Buyer Personal Data or any proprietary information of Buyer of which it becomes aware (a "**Security Breach**"); thereafter Seller shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Buyer with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a "**Security Breach Notice**") without the prior written approval by Buyer of the content, media and timing of the Security Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Buyer prior to providing any Security Breach Notice. In addition, Seller shall be responsible for providing any notice required by law to the data subjects whose personal data is impacted.

(d) For any Buyer Personal Data provided to Seller from any country in the European Economic Area or Switzerland, the parties agree that the terms of the Model Contract Clauses adopted by the European Commission in Decision 2010/87/EU control and are incorporated herein by reference.

4. CONFLICT MINERALS

Seller recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Act**"), which apply to Buyer, the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "**Conflict Minerals**") from the Democratic Republic of the Congo and adjoining countries ("**DRC countries**"). Accordingly, Seller commits to comply with Section 1502 of the Act and its implementing regulations and provide Buyer with information it needs to comply with the applicable legislation; to the extent Seller is not a "**Registrant**" as defined in the Act, Seller shall comply with Section 1502 of the Act and its implementing regulations except for the filing requirements. In particular, Seller commits to have in place a supply chain policy and processes to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into goods it provides Buyer; (ii) due diligence of its supply chain, following a nationally or internationally recognized due diligence framework, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Seller shall take all other measures as are necessary to comply with Section 1502 of the Act and its implementing regulations, including any amendments thereto.

5. GLOBAL CHEMICAL COMPLIANCE

To the extent the goods contain, or the manufacturing processes for the goods use, chemical substances subject to Global Chemical Regulations or Materials of Concern (collectively referred to as "**MOC**"), Seller shall:

(a) Comply with all Applicable Laws in any jurisdiction in which the goods are manufactured, produced, sold, and/or delivered (the "**Global Chemical Regulations**"), including, but not limited to, any: (i) registration, notification, authorization, restriction, or ban obligations, and (ii) hazard classification, labeling, packaging, Safety Data Sheet ("**SDS**"), or safe use compliance and communication obligations. Global Chemical Regulations include, but are not limited to the regulations identified below:

Global RoHS (EU, India, China, Taiwan, Korea, Turkey, UAE, TR EAEU, Saudi Arabia, UK)



REACH (EU, Turkey, Korea, Eurasia, India, Brazil)

Singapore WSH Regs and HazCom Standards

Extended Producer Responsibility EU WEEE

Waste Framework Directive SCIP

EU CLP Poison Control Notifications

Stockholm Convention on Persistent Organic Pollutants (POP)

EU Biocidal Products Regulation

Globally Harmonized System of Classification and Labelling of Chemicals (GHS)

California Prop 65 Safe Drinking Water and Toxic Enforcement Act

Canadian Environmental Protection Act

United States Toxic Substances and Control Act

United States Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)

(b) Cooperate with Buyer's efforts to comply with the Global Chemical Regulations and applicable customer requirements and to develop products and manufacturing processes that minimize risk to human health and the environment. Such cooperation includes, but is not limited to: (i) investigating and communicating to Buyer the nature and extent of any MOCs contained in the goods or in the processes used to manufacture, assemble, use, maintain, or repair any goods; (ii) providing all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity of each MOC contained in any goods; (iii) providing Buyer with safe use communications and safety data sheets; (iv) promptly responding to Buyer's requests for information, in the form requested by Buyer, regarding MOC used or intended to be used in connection with the goods and related regulatory controls such as use restrictions and permit and authorization requirements; (v) upon request, cooperating with efforts to obtain necessary regulatory approval(s), including but not limited to registrations and authorizations, for the continued sale to and use of goods by Buyer; and (vi) using the tools and forms provided by Buyer through the Seller Site or other means.

(c) For purposes of this section, "**Materials of Concern**" or "**MOC**" means substances that are (i) subject to applicable Global Chemical Regulations or are substances of concern to Buyer or Buyer's customer, or chemicals or materials (ii) identified by Buyer in a Materials of Concern list published on www.corporate.carrier.com/suppliers (the "**Supplier Site**") or provided through other means.

6. ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

To the extent that Seller will be (a) working on the premises of the Buyer sites, (b) working under the direct supervision of Buyer site employees, or (c) providing installation, maintenance or service work on behalf of a Buyer site and pursuant to the Buyer site's instructions, Seller shall be subject to the Buyer site's Contractor Environment, Health & Safety Program ("**EH&S Program**"). Seller agrees to comply with the requirements of the EH&S Program and with all Applicable Laws including, without limitation, the Occupational Safety and Health Act, 29 U.S.C. 651 et. seq., and any other Applicable Laws dealing with protection of the environment, health and safety. Prior to commencing work, Seller may be subject to an assessment by the site to (i) evaluate Seller's



EH&S qualifications and past performance with regard to safe and environmentally sound work practices, (ii) evaluate the EH&S risks associated with the work to be performed by Seller and (iii) establish EH&S requirements for Seller based on the degree of hazard and risk and/or type of work to be performed. The extent of this review shall be at the discretion of Buyer. If requested by the site, Seller shall provide information to aid the Buyer site in making the assessment. Where Seller falsifies information describing its qualifications or fails to follow the EH&S Program, Seller shall be in default and Buyer may terminate the Order and/or Agreement.

7. RESTRICTED PARTIES AND RESTRICTED SOURCING

(a) Seller represents that it is not a **Restricted Party**, defined as (i) a party listed on a list of parties with whom business is restricted or prohibited by the United States, the European Union or its Member States, the United Kingdom, or other applicable governments, including but not limited to the Office of Foreign Assets Control (“OFAC”) Specially Designed Nationals List, the OFAC Consolidated List, or other similar lists; (ii) the government, including the agencies and instrumentalities thereof, of Cuba, Iran, North Korea, Syria, Russia, Belarus, or the Crimea, Donetsk or Luhansk Regions of Ukraine (“**Restricted Territory**”), or Venezuela; (iii) an ordinary resident of, or entity incorporated under the laws of a Restricted Territory; or (iv) an entity owned 40 percent or more, in the aggregate, or controlled by, a party covered by (i)-(iii).

(a) Seller shall not procure services, goods, parts, or components for goods subject to orders and this Agreement, from Restricted Parties or Restricted Territories.

(b) Seller shall not procure goods, parts, or components for goods subject to orders and this Agreement, from regions or entities restricted for import into the country of destination, such as parties and regions subject to Withhold Release Orders issued by U.S. Customs and Border Protection.

(c) Seller shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the goods or any subcomponents of the goods, as applicable, to confirm compliance with legal and regulatory requirements and the order. Seller shall require sub-suppliers to comply with such requests as well.

8. EXPORT COMPLIANCE

(a) Seller shall comply, and cause each of its subsidiaries, agents and contractors to comply, with respect to all activities and transactions contemplated under this order, with all applicable export control laws, regulations, and orders (including the U.S. Export Administration Regulations administered by the Bureau of Industry and Security, U.S. Department of Commerce (“**BIS**”), 15 C.F.R. parts 730-774) (“**Export Controls**”) and economic sanctions laws and trade embargoes (including those administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (“**OFAC**”) and U.S. Department of State (“**Sanctions**”).

(b) Seller shall notify Buyer promptly and in writing if Seller, any of its subsidiaries, or any of their respective officers or directors, or Seller's vendors working on this order, in each case, becomes, or there is a reasonable basis that such party will become, a Restricted Party.

(c) Seller (i) represents and warrants to Buyer that such goods are not subject to the jurisdiction of the ITAR and do not appear on the United States Munitions List (“**USML**”), and (ii) shall provide Buyer with (a) the applicable Harmonized Tariff Schedule Number and (b) the Export Control Classification Number (“**ECCN**”) of such goods, software, technology or services that are controlled by the EAR, and to include the ECCN of parts and components if such classification differs from the ECCN of the goods or software and (c) any analogous classification under any other Applicable Law.



(d) When Seller is engaged in a transaction with Buyer involving goods intended for export from the United States, the Seller is the U.S. Principal Party of Interest (USPPI) and is required to provide Buyer with certain data elements set forth in 15 CFR § 30.3

For Mexico Custom's purposes an accounting invoice (the invoice used for payment) is required.

This invoice must contain the following data elements with no exception:

- I. Place and date of issue
- II. Document number
- III. Name and address of the USPPI
- IV. Name and address of the merchandise's recipient.
- V. Name and address of the buyer when different from the recipient
- VI. Commercial description of commodities including part numbers when they exist
- VII. Quantities/unit of measure
- VIII. Value
- IX. Currency

Additional to this information, to ensure US Export compliance, Buyer requests that Seller provide Buyer with the required data elements to complete the Electronic Export Information (EEI) filing. Those additional requirements are the following and may be provided in a Shipper's Letter of Instruction or included on the accounting or commercial invoice.

- I. Ship from address
- II. USPPI's EIN (tax ID number) or DUNS
- III. Country of origin
- IV. Schedule B or HTSUS (Buyer utilizes HTSUS unless prohibited by Census)
- V. ECCN or sufficient technical information to determine the ECCN
- VI. Incoterms
- VII. Any information known by the Seller that may affect a licensing determination

9. IMPORT COMPLIANCE

The following provisions apply to shipments where Seller is the importer of record:

(a) Customs/Country of Origin Requirements. Seller shall ensure that all goods have the appropriate country of origin markings for the jurisdiction the goods are shipped to.

(b) Free Trade Agreement Support. Seller agrees to timely respond to Buyer's requests for (i) country of origin certificates or (ii) free trade agreement certificate.

(c) Duty Drawback. Upon request, Seller agrees to furnish completed drawback certificates and any documents necessary to allow the Buyer to complete a drawback claim to Buyer and to retain substantiating documentation pursuant to 19 U.S.C. Section 1313. Seller agrees to assign to Buyer any and all of Seller's U.S. Customs duty drawback rights related to the goods furnished hereunder in order for Buyer to seek duty drawback. Such duty drawback rights shall include rights developed by direct identification, substitution and duty drawback rights obtained from sub-tier suppliers related to the goods. Seller agrees to inform Buyer of the existence of



such duty drawback rights of which Seller becomes aware. Seller agrees to furnish upon request documents that Buyer reasonably requires, including, but not limited to, proof of importation (e.g. U.S. Customs and Border Protection Entry Summary, invoices, packing lists, bill of lading, delivery records, etc.) and signed U.S. Customs and Border Protection Form 7552 (Certificates of Manufacture and Delivery or Certificates of Delivery), for Buyer to recover import duties related to the goods. Seller further agrees to provide such assistance to Buyer as requested in connection with the recovery of said import duties. Seller and Buyer agree that both parties will transmit all documents necessary to complete a drawback claim to a third-party service provider to complete the claim and file the same on behalf of the Buyer. The third-party service provider will be selected at the sole discretion of the Buyer. The parties agree to execute non-disclosure agreements naming the third party service provider as the entity who is authorized to receive all documents supporting the drawback claim.

10. ADDITIONAL IMPORT COMPLIANCE

The following provisions apply to shipments where Buyer is the importer of record:

(a) Duty Drawback. Upon request, Seller agrees to provide information reasonably requested by Buyer to complete its Drawback applications.

(b) Customs/Country of Origin Requirements. Seller shall ensure that all information provided on the Bill of Lading and or commercial invoice is accurate. Seller will ensure that country of origin marking and identification requirements are met. Seller shall provide applicable certificates of origin with each shipment, subject to the country where goods will be imported by the Buyer.

(c) Anti-Dumping/Countervailing Duties. Seller shall promptly, and no later than within seven (7) days of receipt, inform Buyer of any correspondence, questionnaires or orders received by them or their industry representatives from the US International Trade Commission or U.S. Department of Commerce regarding their manufacture, supply, trading or export of the subject goods. Seller shall provide Buyer any documentation necessary to establish, where applicable, that imported goods supplied by or through Seller are outside the scope of anti-dumping/countervailing/safeguard/additional duty, investigation and/or orders.

(d) Security Programs. Buyer participates in a variety of customs security programs such as CTPAT, PIP, AEO (all, including other local equivalents, **“Security Programs”**). Seller agrees to (i) provide any and all information required for Buyer's participation in the relevant Security Program; (ii) follow shipping requirements required by the Security Program as communicated by Buyer; and (iii) use reasonable efforts to implement security measures required by the Security Program and communicated by Buyer.

(e) Free Trade Agreement Support. Seller agrees to respond to Buyer's requests for (i) country of origin certificates or (ii) free trade agreement certificate within 10 business days of Buyer's request for any such information or documentation. Where Seller confirms to Buyer in advance of purchase that goods qualify for preferential duty treatment under any trade agreement, unilateral preference program, or other duty savings opportunity, such as “first sale” valuation, Seller shall provide such written confirmation in the form of an acceptable Free Trade Agreement Certificate to Buyer at the time the Buyer seeks to make entry in the applicable Customs Jurisdiction. Seller also agrees to cooperate with all requests for support from Buyer in reviews by relevant governments, including but not limited to U.S. Customs and Border Protection.

(f) ISF. For international ocean shipments to the United States, Seller shall cooperate with Buyer as necessary to facilitate required Importer Security Filing (“**ISF filing**”). Seller acknowledges that ISF filings must be made timely, and agrees to provide the necessary information to Buyer's designated agent no less than 72 hours before the goods are loaded onto the vessel at the port of departure. Seller shall provide all necessary information to Buyer's agent in the manner set forth from the Buyer. In the event the Buyer incurs any US CBP



penalty for a late ISF filing due to the fault of the Seller, Seller shall reimburse Buyer for the penalty. The detailed ISF filing requirements are set forth at:

<https://www.cbp.gov/border-security/ports-entry/cargo-security/importer-security-filing-102>

(g) Invoice Sufficiency and Accuracy. Seller shall promptly cooperate with all requests for re-invoicing where the original invoice is determined to be inaccurate or incomplete against relevant legal requirements or compliance with this Agreement. All costs associated with re-invoicing and any required compliance remediation shall be born by Seller when related to quantity or price discrepancies caused by the Seller. Storage charges incurred at customs associated with invoice inaccuracy and or non-existence invoice shall be covered by the Seller.

11. U.S. GOVERNMENT CONTRACTING

(a) Seller does not furnish to Buyer any covered telecommunications equipment or services within the meaning of 48 CFR 52.204-25, or furnish to Buyer any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system within the meaning of 48 CFR 52.204-25, as modified by the interim rule at 85 Fed. Reg. 42665, released July 14, 2020.

(b) Seller shall timely disclose to Buyer, in writing, whenever the Seller has credible evidence that a principal, employee, agent, or subcontractor of the Seller has committed a violation of the Civil False Claims Act or a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity in connection with the award, performance, or closeout of a government contract or any related subcontract. The individual making the report must be an officer or manager empowered to speak for the Seller.