

Rittal LLC General Terms and Conditions of Sale
Revised March 2025

I. Agreement.

The following terms and conditions of sale, together with the terms and conditions of any written agreement signed by an authorized representative of Rittal LLC, a Delaware limited liability company (the "Company") and of the ordering entity or person ("Buyer") covering the subject matter hereof (collectively this "Agreement"), shall apply to sales resulting from Company's acceptance of Buyer's order and offer to purchase for the products, goods, articles, materials, supplies, components, drawings, data or other property described herein (the "Products"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with this Agreement. This Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Offers to purchase can be accepted only by an authorized representative of Company and offers to purchase are not effective or binding until approved in writing by such authorized representative. This Agreement prevails over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Agreement. Buyer's assent to the terms and conditions of sale set forth herein shall be conclusively presumed from Buyer's failure to object thereto in writing as well as from Buyer's acceptance of all or part of the Products.

II. Prices. Prices are as established by Company from time to time, with shipments to be billed at such prices as in effect on the date of shipment. Such prices are in U.S. dollars unless stated otherwise (Canadian prices are in Canadian dollars unless stated otherwise) and are subject to any price adjustment necessitated by Company's compliance with any act of government, laws or regulations. Any tax, duty, tariff or other governmental charge upon the production, sale, shipment, import, export or use of the Products which Company is required to pay or collect from Buyer shall be paid by Buyer to Company unless Buyer has furnished Company with a tax exemption certificate acceptable to the appropriate taxing authority. All prices are net of all discounts, excluding applicable taxes and freight charges.

III. Payment.

3.1. Payment for the Products and any credit terms shall be according to payment and credit terms as Company may establish in its discretion. Company may in its discretion make available to Buyer prompt payment discounts. Any prompt payment discounts shall be allowed on the Products only and shall exclude freight charges. Absent any contrary agreement, payment terms shall be net 30 days from the invoice date.

3.2. Late payments shall bear interest at the rate of 1.5% per month (18% per annum), both before and after judgment until payment in full; provided, however, that in no event shall Company charge interest higher than the maximum rate allowed by applicable law. Buyer shall pay Company for all expenses (including reasonable attorneys' fees) incurred by Company in collecting any amounts due by Buyer to Company. If Buyer has any past due accounts, all Buyer's accounts may, at Company's option, be declared due and payable immediately.

IV. Delivery and Terms of Shipment.

4.1. The Products will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Products. The shipment of the Products to Buyer shall be F.O.B. Company's location of shipment [(if outside the U.S., INCOTERMS 2010: Ex works)] (the "Delivery Point"), and Company may in its discretion ship from any of its locations. At the time and location of such shipment, Buyer takes title to the Products shipped and assumes all risk of and responsibility for any loss, damage or destruction with respect to such Products.

4.2. No allowances shall be made for pickups by Buyer or its customers at Company locations. If Company's preferred carriers are used, freight charges will be prepaid and added to Buyer's invoice. If Buyer chooses non-

carrier delivers all material shown on the freight bill, but Buyer subsequently discovers shorted material, any claim must be filed directly with Company within preferred carriers, freight charges will be collected or third party billing only. Alaska, Hawaii, Puerto Rico and export shipments are F.A.S. Port of Embarkation with all export charges to Buyer's account. The Products shall be packaged in accordance with reasonable commercial practices for one-way shipment. Additional packing expressly required by Buyer shall be charged separately. If the seven (7) business days after delivery. Claims filed later seven (7) business days after delivery will not be honored. When such shortage is verified by Company, credit will be issued to Buyer's account within ninety (90) days of such verification. Company may in its discretion ship either in lots or in a single shipment.

V. Date of Shipment. Shipping dates are approximate and are based upon conditions existing upon Company's receipt of Buyer's order. Company will, in good faith, endeavor to ship by the estimated shipping date but shall incur no liability for any delay or any damage arising therefrom.

VI. Cancellation of Order by Buyer. Orders shall not be subject to cancellation or modification by Buyer either in whole or in part without Company's written consent and then may be subject to payment of a reasonable cancellation or modification charge that will reimburse Company for applicable costs incurred by virtue of the order (including costs of purchased materials and engineering costs) and provide Company with a reasonable allowance for profit, both in accordance with Company's policy in effect on the date of cancellation or modification. Orders for Special Products (as defined below) and product identified as Rittal Non-Stock (as defined below) at time of purchase shall not be subject to cancellation or modification by Buyer under any circumstances.

VII. Force Majeure. Company shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, embargoes, governmental actions, fires, accidents, floods, pandemics and epidemics, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond the reasonable control of Company.

VIII. Limited Product Warranty.

8.1. THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION INFRINGEMENT MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND EACH WARRANTY OTHERWISE ARISING FOR ANY REASON(S) WHATSOEVER.

8.2. Company warrants to Buyer that the Products are, at the time of delivery to Buyer, free of material and workmanship defects, provided that no warranty is made with respect to (a) any Product which has, in Company's judgment, been subject to negligence, misuse, abuse, accident or improper storage, or (b) any Product which has not, in Company's judgment, been installed, operated or maintained in accordance with commercially reasonable practice and in conformity with recommendations and published specifications of Company. Further use of such Products after giving notice, repairs to, alteration of, or work done on the Products without Company's prior written authorization shall void Company's limited warranty on the Products.

8.3. At its option, Company shall repair, provide replacement Products for, credit or refund the purchase price of any Products, except climate products, that breach the foregoing warranty for twelve (12) months starting from the date of shipment of the Products to Buyer; and such obligation shall be Company's exclusive obligation and the full extent of its liability, and Buyer's sole and exclusive remedy, for any breach of the limited warranty in this section. The obligation above shall be extended to twenty-four (24) months from the date of manufacturer for Rittal climate products. Company makes no warranty with respect to any software or firmware that are a part of the Products, and Company makes no warranty with respect to Products that are manufactured by and carry the brand of a third party that is not an affiliate of Rittal LLC.

8.4. Upon discovery of an alleged defect, Buyer shall notify Company in writing within ten (10) days of such discovery of any claim whatsoever

that Buyer may have with respect to the Products, and failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims with respect to the Products. Upon receipt of notice from Buyer claiming defective Products, Company may inspect such Products at Buyer's location or require that they be returned to Company on a freight collect basis for inspection. All warranty claims must be supported by a dated proof of purchase and appropriate Product identification information, where applicable. Product can be returned to Company only when it has issued proper return authorization. Company retains the right to be the sole judge of what constitutes a defect in performance or manufacturing in regard to this warranty.

8.5. This warranty excludes labor costs associated with the replacement of defective Product.

8.6. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

8.7. Acceptance shall occur, if not before, when Buyer fails to reject the Product in writing within ten (10) days after delivery of the Products to Buyer. Buyer may rightfully reject only where a reasonable inspection shows that the Products fail to substantially conform to the applicable Product specifications. Rejection shall not affect transfer of title and risk of loss. Buyer waives its right to revoke acceptance, it being the intent of the parties that Buyer's remedies for any nonconformity detected after acceptance be limited to those expressly provided herein for breach of warranty. After acceptance, the Products may not be returned to Company except to the extent expressly provided herein upon a breach of warranty, or otherwise in accordance with Company's returns policy as Company may establish in its discretion

IX. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER OR ANY THIRD PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BY WHOMEVER INCURRED OF WHATEVER NATURE, INCLUDING DAMAGES FOR LOST DATA, TIME OR THE LIKE, EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO SUCH CLAIMS OR DAMAGES PAID TO THE COMPANY FOR THE GOODS SOLD HEREUNDER. THIS SECTION IX SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

X. Special Products; Patent Indemnity.

10.1. "Special Products" are those Products manufactured or furnished by Company in accordance with drawings, samples, or manufacturing specifications designated by Buyer or its customers. All Special Products must be accepted by Buyer within thirty (30) days of manufacture; after thirty (30) days, Company may invoke a storage charge of 1% per month (12% per annum) on their purchase price. Company shall retain as its own property, including all intellectual property rights therein, whether expressed or implied, any special molds, tools, dies, data, know-how, methods, or fixtures utilized in manufacturing Special Products.

10.2. Buyer shall defend, indemnify and hold harmless Company and its affiliates from and against any and all claims and demands, and related liabilities, damages and expenses (including reasonable attorneys' fees), arising from or related to the design, distribution, manufacture or use of any Special Product, including such claims and demands asserting infringement of any U.S. or foreign patent, trademark, copyright, or other intellectual property right.

10.3. In the event any Product is designed by Company, is not a Special Product and has not been modified by Buyer, its customers or other third parties, Company shall hold Buyer harmless against any damage awarded by a court of final jurisdiction in connection with any claim of infringement of any U.S. or foreign patent by reason of the sale or use of such Product, provided that Company is notified promptly in writing of any such claim, is permitted to assume the full direction and control of the defense against such claim and is given authority, information and assistance by Buyer (at Company's expense) for such defense and authority to settle. In case any judgment rendered in connection with such claim shall become final (beyond right of appeal), and where Buyer has complied with the foregoing provisions of this Section 10.3 to Company's satisfaction, Subject to Article IX., Company agrees to pay all damages and costs thereby awarded against Buyer. If, subject to the above limitations, such Product or any part thereof should be finally held in connection with such claim to constitute an infringement or in Company's discretion is likely to be so held to constitute an infringement, Company shall have the right at its option either to (a) procure for Buyer the right to use such Product, (b) modify or replace such Product with a non-infringing Product accomplishing substantially the same purpose as the replaced Product, to the best of Company's knowledge and ability, or (c) require the return of such Product and refund to Buyer the purchase price thereof. Buyer's remedies for damages resulting from the infringement or claimed infringement of any U.S. or foreign patent by the Products (regardless of the form of action) are exclusively limited to the provisions of this Section 10.3.

XI. Changes in Products; Returns. Company shall have the right in its discretion, without incurring any liability, to discontinue or limit its production or deliveries of any Product and alter the design, materials or construction of any Product. Rittal permits returns of standard stock products purchased within twelve (12) months in accordance with the published return policy on the Rittal website and subject to but not limited to the following conditions:

11.1. All Product returns require a Return Authorization Number from Rittal Customer Service. Products returned without a proper return authorization number may be returned to sender.

11.2. All Products returned must be in saleable condition and without alterations in original Rittal packaging. No credit will be given for product that requires major repair or rework. Products not in original "as shipped" Rittal packaging shall be subject to repackaging fee up to 100%.

11.3. Special Products and Rittal Non-Stock product may not be returned unless covered under Section 8 Warranty.

11.4. All standard stock products in saleable condition are subject to a 20% restocking fee.

11.5. "Non-Stock" products are defined as Products that are not kept in stock by Company or Special Products whether or not kept in stock.

11.6. All Products must be returned to the location stated on the Return Authorization, and those Products must be returned within thirty (30) days of Return Authorization approval.

11.7. All Product returns are to be packaged and palletized (upright and banded) to prevent damage in accordance with Rittal product shipping instructions on the Rittal website.

11.8. Buyer is responsible for all freight charges on returns unless Company has accepted responsibility for the return in writing. When Company accepts responsibility for the return, Buyer is required to use the carrier stated on the Return Authorization.

11.9. Buyer may not take a deduction or credit without written permission from Rittal.

XII. Governing Law; Venue; Limitation of Actions.

12.1. This Agreement shall be governed by the laws of the domicile country of the selling entity. In the United States, this Agreement shall be governed

by the laws of the State of Ohio in the United States of America. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement or to any goods sold or purchased among them.

12.2. Any suit, action, or proceeding against Company concerning this Agreement shall be brought in the courts of the jurisdiction of the State of Ohio, or another U.S. State of Company's choice, and Buyer hereby irrevocably submits to the exclusive jurisdiction of such state. Each Party hereby waives trial by jury. Buyer irrevocably consents to service of all writs, process, and summons in any suit, action or proceeding filed or initiated by Company to be made upon Buyer by any of the following methods at Company's sole election:

- a. Service upon Buyer at its address by registered mail or certified mail postage prepaid (or the equivalent in Buyer's jurisdiction), or
- b. Service in any other manner permitted by applicable law.

XIII. Confidential Information. Buyer shall not disclose to Company any confidential information which Buyer possesses unless Company has, prior to such disclosure, agreed in writing to accept such information as confidential under clearly defined obligations of confidence. Buyer represents and agrees that all information disclosed to Company by Buyer (except such information as is specifically subject to a confidentiality agreement signed by Company prior to such disclosure) is non-confidential, and that Company is free to use and disclose any or all of such information without accounting to Buyer therefor, notices on Buyer's drawings, proposals, specifications and other documents to the contrary notwithstanding.

XIV. Indemnity. Buyer shall defend, indemnify and hold harmless Company and its affiliates from and against any and all claims and demands, and related liabilities, damages and expenses (including reasonable attorneys' fees), for or in connection with any property damage, any injury to or illness or death of any person or any other damage (including loss of income, profits, sales or "down time") arising from or related to the Products, including such claims and demands brought by any employee, agent or subcontractor of Buyer for Buyer's failure to comply with Company's published instructions and specifications concerning the operation, use and maintenance of the Products, except any claim, demand, liability, damage or expense proven to be the result of the gross negligence of Company and not contributed to by the negligence of Buyer, its agents, employees, officers or directors or other third parties.

XV. Compliance with Laws. By placing an order with Company, Buyer represents, warrants and covenants that:

15.1. Buyer will comply with all applicable laws and regulations of the United States, and all other jurisdictions governing the marketing, sale, export and distribution of the Products, including, but not limited to, the U.S. export control laws, the Export Administration Regulations (the "EAR") and the Foreign Corrupt Practices Act of 1977 (the "FCPA"). Diversion via export or re-export contrary to U.S. law is prohibited.

15.2. Buyer has not paid, offered to pay, agreed to pay, or authorized or caused to be paid, directly or indirectly, any money or anything of value to any foreign official (as defined in the FCPA) to induce such official to use their influence to obtain an improper business advantage in connection with the purchase and resale of the Products, nor will Buyer do so at any time in the future.

15.3. Buyer shall take appropriate measure to ensure that the Products delivered to it by Rittal under a contract and listed in the list of Products under Article 12g of Council Regulation (EU) No 833/2014, do not enter the Russian Federation either directly or indirectly. All goods of U.S. origin are similarly prohibited from entry into the Russian Federation or Belarus.

15.4. Even entering into an obligation under law of obligations aimed at this is to be refrained from, as is any arrangement that is to be qualified as circumvention of the above prohibition.

15.5. If Buyer becomes aware of activities of third parties, that indicate a breach of the obligations specified in this section, it shall inform Rittal immediately. Buyer shall support Rittal to the best of its ability in clarifying and

remedying the situation.

15.6. A breach of this section constitutes a material breach of contractual obligations which entitles Rittal to an extraordinary termination of the contractual relationship. Furthermore, Rittal may demand suitable remedial measure from Buyer.

XVI. General.

16.1. Products (other than Special Products) ordered shall be shipped in standard packaging unless otherwise requested by Buyer at its cost. Minimum acceptable order is US\$200.00.

16.2. This Agreement is not assignable by Buyer without the prior written consent of Company. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent shall be void.

16.3. This Agreement does not create an agency or joint venture relationship between Company and Buyer, whose relationship will be that of independent contractors.

16.4. This Agreement does not constitute a license or authorization of any kind for Buyer to use any of the trademarks or trade names owned by Company in connection with the Products.

16.5. If any provision or provisions of this Agreement, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.6. References in this Agreement to "including" shall be deemed to mean "including without limitation"; references in this Agreement to "in Company's/its discretion" shall be deemed to mean "in Company's/its sole discretion"; and references in this Agreement to a "claim" or "claims" shall be deemed to mean such a claim or claims whether or not in the form of a lawsuit. The captions in this Agreement are for ease of reference only and shall not in any way affect the meaning or interpretation of this Agreement.

16.7. Buyer acknowledges that Buyer has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Buyer agrees further that this Agreement is the entire agreement between Company and Buyer concerning the subject matter hereof, and any proposals, negotiations or representations made prior to or contemporaneously with this Agreement, whether verbal or written, are excluded. Any amendment or modification of this Agreement must be in a writing clearly identifying itself as an amendment to this Agreement and signed by Company's authorized representative.

16.8. The official language of this Agreement shall be English, except where applicable law requires otherwise.