

TERMS & CONDITIONS AND LIMITED WARRANTY

All quotations, products and services provided by Hansen Technologies, Inc. ("Seller") or its representatives to any customer, distributor, original equipment manufacturer, end-user or other purchaser ("Buyer") are furnished only on the terms and conditions stated herein. By ordering and accepting delivery of products and/or services from Seller, Buyer agrees to and accepts these terms and conditions and agrees that, unless modified by separate negotiated agreement as provided below, these terms and conditions, together with the item, quantity, price, and similar terms as set out in Seller's quotation, order acknowledgement and/or invoice, constitute the entire agreement of the parties, superseding all other communications and documentation. Seller hereby expressly rejects any different or additional terms, preprinted or otherwise, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of products or services, even if receipt thereof is acknowledged by signature or otherwise. **No modification of these terms shall be effective unless set out in a separate negotiated agreement signed by an authorized officer of Seller.**

QUOTATIONS & PRICES. Quotations are valid only for the period stated therein, and may be changed or withdrawn at any time prior to acceptance without notice. Quotations to non-U.S. Buyers are solicitations or inquiries for offers to purchase. Clerical or typographical errors are subject to correction. Quoted prices and delivery dates are valid only for the quantities, terms and payment schedule specified. Prices do not include, and Buyer is responsible for payment of, any applicable sales, use, value added, goods and services, excise, property, customs, stamp, documentary, import/export, or other taxes, tariffs, fees, duties, withholdings or like charges, whether domestic or foreign, related to the products and/or services supplied hereunder. Any such amounts paid by Seller will be invoiced to and paid by Buyer unless Buyer provides an exemption certificate acceptable to the applicable government authority.

ORDERS & ACCEPTANCE: Orders must be presented in writing or via electronic means acceptable to Seller and will be binding upon Seller only when accepted by written or electronic acknowledgment. Seller reserves the right, at its option and without liability, to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed Seller's inventory or ability to deliver. For special construction orders, Seller will provide an order acknowledgement outlining acceptance of the order and defining any necessary clarifications to terms and conditions, deliverables, pricing, and project schedule. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed "in writing" and "signed," and any printout of electronic transmissions maintained in the ordinary course of business will be considered an "original" and admissible as between the parties to the same extent and under the same conditions as other business records maintained in documentary form. Seller shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to do so and to accept the terms and conditions herein.

CHANGE AND CANCELLATION: Changes requested by Buyer after order acceptance must be submitted in writing and are subject to written acceptance by an authorized representative of Seller. Costs and/or delays resulting from such changes will be solely determined by Seller and binding on Buyer. Provided that Seller receives adequate written notice from Buyer, Buyer may cancel or suspend performance of any order for Seller-standard products for convenience, subject to payment of all reasonable charges as solely determined by Seller, which may include, without limitation, special tooling, work in process, handling and storage costs, costs associated with changes in design or specifications, and incidental and consequential damages. **Orders for special construction products, special order pumps and custom length probes are non-refundable and cannot be cancelled once in production.** Seller's performance is subject to approval of Buyer's credit and Seller, with reasonable cause, may cancel or suspend performance of any order placed by Buyer if Buyer fails to meet any of its obligations herein.

PAYMENT TERMS: Unless otherwise specified in Seller's quotation or order acknowledgement, payment terms for U.S. Buyers are net 30 days from date of invoice, subject to approved credit at the time of order invoicing. Orders from outside the U.S. or Euro Zone require advance remittance by wire transfer; alternate international payment terms are considered upon request. Deposits or down payments, if any, are non-refundable; no discount for early payment is authorized without Seller's written consent. Partial shipments are billed as made and payable on the terms above. Payment terms will not be affected by any delay in delivery, installation or acceptance. Products will remain personal property, even if installed or affixed to any realty or structure. Seller reserves the right to modify payment terms or require prior payment, letter of credit, or COD when, in the opinion of Seller, Buyer's financial condition or previous payment record so warrants. If Buyer becomes delinquent in any payment due, Seller in its discretion may take any and all actions permitted by law, including set off, and may institute credit hold procedures on all open orders. Future orders will not be confirmed until Buyer's account is brought current, including any outstanding interest charges. A service charge (not to exceed 1.5% per month) may be charged on all past due balances. If Seller deems it necessary to refer an account to an agent or attorney for collection, all costs and expenses of collection (including, without limitation, reasonable attorneys' fees) will be charged to Buyer's account, up to the maximum amount allowed by law.

DELIVERY & INSPECTION: All sales are Ex-Works Factory (Incoterms 2010). Title will pass upon issuance of the carrier's bill of lading at Seller's dock (subject to Seller's rights as an unpaid creditor) and, if not previously accepted, receipt of delivery by or on behalf of Buyer will constitute acceptance of these terms and conditions. Buyer will bear all risk and expense for delivery of goods, including without limitation, shipping, loading, unloading, storage, freight, and insurance. Any shipping contracts made by

Seller will be for Buyer's account and, if paid by Seller, will be invoiced to Buyer in addition to the product price. Seller will endeavor to deliver accepted orders promptly; it is understood, however, that dates indicated for delivery or performance represent Seller's best current estimates only and Seller will have no liability for failure to perform within such dates. Products will be packaged for shipment in accordance with Seller's standard commercial practice; however, Seller will not be responsible for loss or damage in transit. Buyer must inspect all items upon arrival and provide written notice to Seller, within 5 business days, of any claim for shortage or other nonconformance. If Buyer fails to give timely notice, all products will be deemed accepted. Use or resale of products in any manner following delivery (regardless of whether installation has occurred) will also constitute acceptance by Buyer. Any claim for loss or damage in transit should be made directly to the delivering carrier.

RETURN POLICY: Except in the case of valid warranty claims, no returns will be accepted after 60 days or without a Return Material Authorization (RMA) number from Seller. Products returned without an RMA number may be returned to Buyer freight collect. To ensure accurate and prompt processing of returns, the RMA number should be referenced on all shipping documents and correspondence. Returned products must be in the same condition as when they were shipped by Seller, and in their original packaging. Returned products must be sent by Buyer freight prepaid and properly boxed to prevent damage in transit. **SELLER WILL NOT ACCEPT ANY C.O.D. PARCELS.** Seller will inspect returned products upon receipt and issue any applicable credits based on the condition of the products and the terms of this policy. For stock items returned, a minimum restocking fee of 15% of the invoice price may be charged. For pressure relief valves (if returned within 60 days from the date code stamped on the valve name plate), a 25% restocking fee applies. Pressure relief valves shipped more than 60 days from date code, valves with non-standard pressure settings, special construction products, special order pumps, custom length probes, and end-of-life/last buy orders are non-returnable. After 60 days, all sales are final.

LIMITED WARRANTY:

Product Warranty. Products manufactured by Seller are warranted against defects in materials and workmanship under normal use in a typical operating environment (a) in the case of products other than electric motors and electronic items, for a period of one year from date of shipment from the factory, and (b) in the case of electric motors and electronic items, for a period of ninety (90) days from date of shipment except for where certain Legal Limitations may apply. This warranty extends only to the original Buyer, and shall be in force only upon payment in full for the product(s) to be warranted. Such warranty shall be effective only when products are properly installed, maintained, and serviced in accordance with good commercial practice and in compliance with all local codes and legal requirements, and used and operated in accordance with Seller's catalogs or bulletins for normal refrigeration applications, unless otherwise approved in writing. Products or components not manufactured by Seller are warranted only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty, and Seller will have no warranty liability with respect to such third party products or failure of any such supplier to perform under its warranty.

Limited Remedy. Products returned to Seller during the applicable warranty period and found to be defective by factory inspection will be repaired or replaced with a conforming replacement product at Seller's option and without charge. The repaired or replaced product is then warranted for the remaining term of the applicable warranty or 90 days, whichever is longer. Warranty labor repairs may be performed at Seller's designated facility, with Buyer responsible for shipping (FCA Factory) or, at Seller's option, may be performed at Buyer's location, in which case any travel expenses (not to exceed the purchase price of the damaged part) will be borne by Seller, so long as Seller confirms that the defect is covered by warranty and not subject to any Exclusions below. Replaced parts shall become the property of Seller. If repair or replacement is not, in Seller's opinion, commercially feasible, or if Seller refuses or is unable to successfully perform such repair or replacement, Seller will refund an equitable portion of the purchase price paid by Buyer for the product. Seller will not be responsible for any other costs or charges, including without limitation costs of dismantling, disassembly, de-installation, removal, or reinstallation. Service required beyond the normal scope of warranty (see Exclusions below) or after expiration of the warranty period are billable repairs. Seller will charge Buyer its then-current prices for parts, labor, and transportation. Receipt and acceptance of a purchase order may be required before commencement of billable repairs. Buyer may also be billed for costs of testing and inspection of returned products with no trouble found.

Exclusions. Any warranty claim, support claim, or liability is excluded, and Buyer will be solely responsible, for any claim, damage, or liability arising out of (1) improper or faulty installation or failure to provide a suitable installation environment, (2) accident, misuse, abuse, extraordinary wear and tear, or neglect, (3) misapplication, improper use, or failure to follow Seller's operating instructions, safety precautions and bulletins, including lack of routine care or maintenance, use of non-approved refrigerants, or use of products outside of normal or specified operating or environmental conditions, (4) damage, defects, problems, malfunctions, or failures created by any non-Seller products, accessories, software, attachments, or services or their interface with Seller's products, (5) acts of God, electrical power surges, or other causes external to the products, (6) alteration, disassembly, or repair in the field, or (7) any failure to grant Seller the required time and opportunity to carry out any necessary repairs. Products disabled by dirt, debris, or other foreign substances will not be considered defective. Where critical temperature or products are involved, backup temperature controls and alarms are required. It is the responsibility of the installer to add devices (alarms, safety and limit controls, etc.) that protect against or warn of any operating control failure. Users and operators also must be aware that harmful refrigerant properties and pressure could damage products or injure people. Seller's responsibility will in all events be limited to repair or replacement of the failed or defective Seller product(s), and will not include any further liability for or arising out of any third party products with which Seller's products may be installed, combined, or used.

TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, OBLIGATIONS, OR LIABILITIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, AND NONINFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Certain Legal Limitations. When, under applicable law, implied warranties are not allowed to be excluded in their entirety, such warranties will be limited to the duration of the applicable written warranty. For European customers, if any warranty period specified herein is less than the minimum warranty period required by law, the warranty period will be extended to the period required by law, and any terms herein limiting Seller's liability shall not apply insofar as they conflict with mandatory statutory provisions of the Product Liability Act. No employee, agent, dealer or other person is authorized to modify, vary, or extend Seller's warranties as set out herein or to assume for Seller any other liability in connection with its products.

Service & Support. To obtain warranty service or technical assistance contact Seller by phone (Toll Free: 800-426-7368), email: info@hantech.com, or web: www.hantech.com/Warranty & Returned Goods. Concerns regarding service and support may be addressed by writing to Hansen Technologies Corporation, 681 Commerce Street, Burr Ridge, IL 60527, USA.

PRODUCT SPECIFICATIONS AND VALIDATION: All products, when delivered by Seller, will conform to Seller's specifications; however, Buyer is responsible for validation of each specific product application and any use of products as a component of or in conjunction with other products or attachments not supplied by Seller for such purpose, including all necessary testing and qualification, and will put in place all necessary systems and protections to ensure that any failure or defect relating to the products will not result in any other or further damage. Seller reserves the right to discontinue or change the design or specifications of any product or component at any time, and will use commercially reasonable efforts to notify Buyer of any decision to discontinue products or material changes in specifications affecting form, fit or function.

USE RESTRICTIONS & REQUIREMENTS: Buyer is responsible for compliance with all applicable laws, regulations, codes, recommendations, and requirements of government authorities and for obtaining all licenses and permits pertaining to the purchase, shipment, import, export, transfer, sale, disposition, installation, operation, and/or use of the products supplied hereunder, including any use or sale as a component of any non-Seller products, it being understood that Seller makes no warranty of any kind regarding compliance with such requirements. Buyer may not (1) modify, alter, disassemble, or make any changes to any products or items provided by Seller or permit any other party to do so without Seller's prior written consent; (2) import, export, sell, transfer, service, store, handle, distribute or use any product or item supplied hereunder in any manner prohibited by applicable laws and regulations, including all applicable export control laws, restrictions and regulations, or contrary to any written warning or instruction given by Seller herein, in the product documentation, on Seller's website, or otherwise; or (3) make any representations or warranties on behalf of Seller as to the quality, merchantability, fitness for a particular use, or other features of the products. Each party shall defend, indemnify and hold harmless the other from all liabilities, claims, losses, damages, and expenses (including without limitation reasonable attorneys' fees) arising out of any breach of these terms and conditions except as expressly limited herein.

PROPRIETARY INFORMATION: Buyer acknowledges that Seller's products are based upon and embody various confidential and/or proprietary technology, processes, methods, information, know-how, and trade secrets of Seller. Seller shall exclusively own all inventions, technology, know-how, trade secrets, and other proprietary information of any kind used or embodied in the products, documentation, drawings, specifications, software, and other items furnished by Seller, all intellectual property rights with respect thereto, and all reproductions or derivatives thereof in any form ("Proprietary Information"). Buyer shall neither acquire nor claim any right, title or interest in, and shall exercise reasonable care to maintain the confidentiality of, Seller's Proprietary Information, and shall use the same solely as required for its authorized use of Seller's products as supplied hereunder. Buyer may not directly or indirectly (1) copy, adapt, develop, disassemble, reverse engineer, recast, compile, decompile, translate, or create derivative works from any products or items provided by Seller, or permit any other person to do so, (2) remove, alter, or obscure any copyright, trademark, patent, logo, government restricted rights, or other notices or legends from items provided by Seller, or (3) disclose or use Seller's Proprietary Information for commercial purposes or in a manner detrimental to Seller. Disclosures of Proprietary Information may be made only to Buyer's personnel having a specific need to know and a written obligation to protect such information no less restrictive than the restrictions herein, and Buyer will be responsible for any breach by its personnel. It is agreed that any breach of this Section may cause Seller irreparable harm for which recovery of damages would be inadequate, and that immediate injunctive or other equitable relief is appropriate and available to Seller to prevent any violation, threatened or actual, of this Section, in addition to any other remedies and without proof of actual damage.

LIMITATION OF LIABILITY: No claims, regardless of form, arising out of the products or transactions to which these terms apply may be brought by Buyer more than 2 years after the cause of action arises or performance hereunder is completed or terminated, whichever is earlier. **SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR INDEMNIFICATION) SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE TO SELLER FOR THE APPLICABLE PURCHASE ORDER. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT LOSSES OR DAMAGES, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE BY BUYER AGAINST SELLER, AS MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.** Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in product pricing, which would be higher without these limitations.

FORCE MAJEURE: Neither party will be liable for non-performance or delay in performance of any obligation (other than payment of monetary sums due) to the extent caused by events or circumstances beyond its reasonable control and without negligence on its part, provided that the affected party uses reasonable efforts to avoid or remove any causes of nonperformance and continues performance with reasonable dispatch whenever such causes are removed. For delays resulting from such causes, performance will be correspondingly extended.

GOVERNING LAW: The place of performance is exclusively the head office of the company delivering. For all customers, these Terms and Conditions, all transactions to which they may apply, and any disputes arising out of products or services supplied hereunder, shall be governed by the laws of the State of Illinois and the United States of America, excluding any conflict of law provisions thereof, and the courts of the State of Illinois or of the United States located in DuPage County, Illinois will have exclusive jurisdiction for all claims. Buyer hereby submits to the jurisdiction of the foregoing courts, as applicable, for the purpose of any such action. The United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any international discovery and service of process conventions will be inapplicable.