

GENERAL TERMS & CONDITIONS OF SALE AND SERVICE

1. GENERAL

1.1. Application

Unless otherwise expressly agreed by Nilfisk A/S or any of its subsidiaries ("Nilfisk") in writing, these General Terms and Conditions of Sale and Service ("Terms") apply to all quotes ("Quotes") issued by Nilfisk; to any proposed orders ("Order") placed by any individual, company, firm, partnership, or other legal entity ("Customer") accepted or executed by Nilfisk; and to all deliveries of products sold by Nilfisk ("Products"), or services performed by Nilfisk including but not limited to parts used for the service delivery ("Services") to any Customer.

1.2. Construction

If Customer has entered into a separate written agreement covering the purchase of Products or Services, such agreement shall be construed in accordance with these Terms. In case of any inconsistencies the separate written agreement shall prevail over these Terms.

References to any legislative provision shall be deemed to include: (i) any statutory instrument, by law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it; and (ii) any subsequent re-enactment or amendment of the same.

2. ORDERING OF PRODUCTS; QUOTE OR ORDER ACCEPTANCE; AGREEMENT

2.1. Quote acceptance and Order Submission

A Customer may accept a Quote from Nilfisk in writing in which case the Quote is legally binding. The Customer may also submit an Order to Nilfisk in writing. Such Order shall be deemed to be an offer by Customer to purchase Products and/or Services subject to these Terms. Customer is responsible for the accuracy of each Order. Nilfisk may reject any Order without reason.

2.2. Order Acceptance

Each Order shall only be deemed accepted once confirmed in writing by Nilfisk in a written Order Confirmation or, if earlier, when the Products and/or Services are delivered to Customer (in whole or in part).

2.3. Agreement

Upon Customer's written acceptance of a Quote, or Nilfisk's written confirmation of an Order or delivery, an agreement shall be formed incorporating these Terms, the Quote or Order and the Order Confirmation ("Agreement"). Any terms specified in the Quote or the Order Confirmation shall prevail over these Terms in case of a conflict. Upon Customer's acceptance of a Quote or Nilfisk's acceptance of an Order, Nilfisk will supply to Customer the Products and/or Services specified in the said Quote or Order.

THE FOLLOWING SECTIONS 3 - 8 SPECIFICALLY APPLY TO CUSTOMER'S PURCHASE OF NILFISK PRODUCTS AS WELL AS SECTIONS 18 - 25 BELOW:

3. PRICE; TAXES

The prices payable by Customer for the Products and/or Services are as set forth in the Quote or Order. If no price is stated in the Quote or Order, the price shall be as set out in Nilfisk's price list in force at the Delivery Date. If Customer has received a Quote from Nilfisk, such Quote shall be valid for 30 days after the date it was issued. The price excludes delivery cost, value added taxes and any other tax, duty or levy relating to the manufacture or supply of the Products. Prices are subject to change at Nilfisk's discretion prior to delivery in the event of any factor beyond Nilfisk's control (including but not limited to change in applicable laws, increases in taxes and duties, foreign exchange fluctuations, increases in supply costs, delay caused by Customer, any change to the Order requested by Customer), and/or a genuine mistake by Nilfisk.

4. PAYMENT TERMS

Invoices shall be payable net 30 days after the date of Nilfisk's invoice by electronic bank transfer to the account and in the currency stated on the invoice. Any queries or objections must be raised with Nilfisk in writing within 10 days of receipt of the invoice. Nilfisk may require advance payment at Nilfisk's discretion. If Customer fails to pay an invoiced amount within terms, Customer shall pay default interest at the statutory rate or the rate otherwise agreed by the parties. Customer shall reimburse Nilfisk for all reasonable collection costs (including but not limited to attorneys' fees, seeking and attaching of liens, and repossession).

5. DELIVERY TERMS

Delivery of Products is made DAP (Incoterms 2020) or as such other Incoterm as expressly provided in writing by Nilfisk. Selection of carrier and routing of all shipments is at Nilfisk's discretion. Any dates quoted for delivery of Products are approximate only and Nilfisk shall not be liable for any delay in delivery of Products. Time for delivery shall not be of the essence unless expressly agreed by Nilfisk in writing. Customer shall comply with all applicable laws, rules, regulations, and requirements in relation to export controls, export laws, restrictions and regulations from any other sovereign agency or authority.

6. RISK; RETENTION OF TITLE

Risk of damage to or loss of Products shall pass to Customer upon delivery. Notwithstanding delivery and the passing of risk in Products, or any other provision of the Agreement, title to Products shall not pass to Customer until Nilfisk has received payment in full.

7. CUSTOMER OBLIGATIONS

Customer shall operate, maintain, store and clean Products in accordance with their labelling and literature, including but not limited to ensure that the Products are

operated only by Customer's adequately trained and qualified operators.

8. DATA

If the Product purchased by Customer is an autonomous product and/or connected product (meaning a product that has a TC1 module or similar connectivity device installed), Customer accepts and agrees to the applicable data terms for such product available on <http://nilfisk.com/global/legal/data-terms> which are incorporated herein by reference.

(See more on the following page)

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THE FOLLOWING SECTIONS 9 - 17 SPECIFICALLY APPLY TO CUSTOMER'S PURCHASE OF NILFISK SERVICES AS WELL AS SECTIONS 18 - 25 BELOW:

Definitions

Unless the context otherwise requires, terms and expressions with capital first letters used in these Terms shall have the meanings set out below or the meanings otherwise defined in these Terms. If capitalized terms are not explained or defined, they shall be interpreted in accordance with their general meaning, as the context requires.

Nilfisk Technician means a Nilfisk service technician, or an authorized third-party technician approved by Nilfisk.

Services the services performed by Nilfisk stated in the Quote or Order as described in Section 9, 10, 12, and 13 in these Terms or as otherwise agreed with Nilfisk in writing.

Service Charges the charges payable by the Customer for the Services provided by Nilfisk as further specified in the Quote or Order.

Service Visit a visit, either physical or remotely as decided by Nilfisk and as further described in Section 9, 10, 12, and 13 in these Terms as the case may be.

9. MAINTENANCE SERVICE

9.1. Maintenance Service is defined as the regular planned Service Visit from Nilfisk. The annual maximum number of Maintenance Service Visits is agreed upon in the Quote or Order based on expected levels of Product usage and usage environment or agreed via the digital dynamic monitoring solution, where available.

9.2. Ahead of a physical Maintenance Service Visit, Nilfisk will contact the Customer to schedule the Service Visit.

9.3. Nilfisk undertakes to technically check the Product(s). A Maintenance Service Visit is finalized with a functionality test if deemed necessary by Nilfisk, as well as any tests and/or checks required by local mandatory law.

9.4. Any service activities performed during a Maintenance Service Visit that is not covered by the Quote or Order as well as services beyond the "fair usage" policy as defined in Section 11.3 below will be billed at the then-applicable rates and prices.

9.5. Repair and replacement of components during Maintenance Service Visits will be performed at the sole discretion of the Nilfisk Technician.

9.6. Nilfisk reserves the right to cancel a Maintenance Service Visit if the Product has not been used in accordance with the Product user manual and/or been exposed to "Excessive Use" (as defined below).

10. REPAIR SERVICE

10.1. Repair Service is defined as a Service Visit performed due to a breakdown or other issues with the Product, which are not caused by the Customer's "Excessive Use"

(as defined below), misuse and/or abuse of the Product, and where the Customer calls Nilfisk stating such breakdown and/ or issue, and whereby Nilfisk schedules a Repair Service Visit to address the issue.

10.2. Nilfisk will attend to breakdown calls within normal local business hours or as stated otherwise in the Quote or Order.

10.3. Repair and replacement of components during Repair Service Visits will be performed at the sole discretion of the Nilfisk Technician (e.g., without limitation, also by enabling the Customer to repair the Product itself with remote support from the Nilfisk Technician).

11. SERVICE COVERAGE SPECIFICATIONS

11.1. Service and component coverage depend on the selected contract type and the selected options, as defined in the Quote or Order.

11.2. The response time stated in the Quote or Order is defined as the maximum time from a breakdown call/notice is registered with Nilfisk, and until the Parties have agreed when the Nilfisk Technician shall attend the breakdown by performing a Service Visit. The response time is only applicable during local working days, and does not include weekends or local holidays, unless otherwise specifically agreed with Nilfisk in writing.

11.3. The coverage stated in the Quote or Order is subject to a "fair usage" policy, meaning that if Nilfisk identifies potential excessive use on one or multiple Products listed in the Quote or Order, the root cause will be attempted identified in collaboration with the Customer. If this contrary to expectations cannot be solved, Nilfisk reserves the right to terminate or amend the Quote or Order and/or charge for extra costs incurred for such excessive use. "Excessive Use" refers to usage levels above what is stated in the Quote or Order, excessive costs, or if the environment in which the Product is operated is of a harsh nature (e.g., without limitation, high dust environment, extreme temperatures such as, but not limited to, in cold stores, or abrasive surfaces such as, but not limited to, non-slip flooring, or the like).

11.4. In case of Excessive Use Nilfisk reserves the right to terminate the Agreement in accordance with these Terms or charge the Customer an amount for such Excessive Use. The Excessive Use will be calculated as follows:
Annual service agreement fee / agreed operating hours) * difference between actual and agreed operating hours * 1,2 = Charge for Excessive Use.
Example: (Annual service fee: 800 Euros / Agreed operating hours 500 per year) * (Actual operating hours 650 - Agreed operating hours 500) * 1,2 = 288 Euros

11.5. Nilfisk will supply components and materials to carry out the Service Visits but does not warrant their availability. Components and materials not included in the Quote or Order will be billed at the

relevant list price. Any component contract coverage, or component discounts offered in the Quote or Order, are only applicable during the Service Visits, i.e. not through other channels.

11.6. Component categorization is defined as the following:

11.6.1. Spare parts are integral parts of the Product, e.g., without limitation, motors, valves, pumps, control boards and handles.

11.6.2. Batteries and chargers are defined as the batteries and external chargers provided at the purchase of the Products.

11.6.3. Consumables are components requiring regular replacement or top-ups due to normal wear and tear, e.g., without limitation, hoses, cables, oil; parts with direct floor contact such as, but not limited to, brushes, squeegee blades and side skirts.

11.6.4. Pads, chemicals, detergents, and dust bags are not included for any contract type.

11.7. Replacement of components without charge solely encompasses component versions already installed on the Product. Extra and/or new components or upgraded versions of the components will be charged separately.

11.8. Unless otherwise stated in the Quote or Order, the warranty for the Products listed in the Quote or Order is extended by one year, provided that the Products are new, i.e. that the Quote or Order is concluded within thirty (30) days from the delivery date of the Product.

11.9. Additional charges will be applied for work carried out by the Nilfisk Technician in relation to collision or willful damage, misuse, abuse, incorrect or lacking daily maintenance of the Product for which the Customer is responsible.

11.10. While Nilfisk strives to send and/or use the same Nilfisk Technician for all Service Visits, operational circumstances may in some instances require Nilfisk to use another Nilfisk Technician.

11.11. Nilfisk cannot guarantee a "first-time fix" when providing the Services during a Service Visit.

11.12. Coverage of batteries and chargers depends on the agreed Services as stated in the Quote or Order. In any event the Customer is required to perform correct maintenance, top-ups and charging cycles as per the instructions in the user manual for the Product. Nilfisk reserves the right to consult a third-party battery specialist to examine damaged batteries if deemed necessary.

11.13. Consumables are limited to an annual amount of sets equal to the amount of annual Maintenance Service Visits agreed upon in the Quote or Order. The Consumables will be supplied/replaced as required at each Maintenance Service Visit.

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11.14. Weekend and local holiday coverage is not available in all regions and is dependent on local availability of Nilfisk Technicians on a case-by-case basis. Availability cannot be guaranteed. Weekend and local holiday coverage is therefore not included, unless agreed otherwise in the Quote or Order or otherwise with Nilfisk in writing and will in that case be charged on a case-by-case basis at locally specified rates as further described in the Quote or Order or otherwise.

12. AUTONOMOUS SERVICES AND LIMITED SOFTWARE LICENSE

If the Product purchased by Customer is an autonomous and/or connected product Customer receive a limited license to use the autonomous technology solely for operation of the Product(s); data subscription fee; software upgrades; remote monitoring and diagnostics; and cleaning reporting and analytics ("Autonomous Services"). The license included herein is royalty-free, non-transferrable (except to Buyer's wholly-owned subsidiaries for purposes of using the Product), non-sublicensable, and non-exclusive. The license shall be granted for the term stated in the Quote/Order (subject to early termination of this Agreement as set forth below) and in the country where the Product was delivered. The license confers no title or ownership in any software or Product and should not be construed as a sale of any rights in any software or Product. All other rights not specifically granted under this Agreement shall be retained by Nilfisk or Nilfisk's autonomous development partners. The Buyer agrees that Nilfisk and/or its autonomous development partners own all legal right, title, and interest in the software and the Product. The Buyer will not (a) copy, modify, adapt, redistribute, decompile, reverse engineer, disassemble, attempt to access any part of the software source codes, or create derivative works of the Product or software or any part of the Product or software; (b) sell, rent, lease, license, distribute or otherwise transfer, commercialize in any manner, or offer or provide a service with any software or device incorporating the software or any part of the software or software source codes; or (c) infringe the software in any other manner pursuant to the copyright laws of the United States, international copyright treaties and conventions, EU copyright directives, and/or any other laws of the country in which the Buyer uses the Product.

13. OTHER SERVICES

13.1. Deployment Services

13.2. Deployment Services is defined as a Service Visit where Nilfisk introduce a Product in the Customer's environment as

well as the setup, mapping, creation of a cleaning schedule and cleaning areas and training of the operators of the Product at the Customer.

13.3. The Customer is responsible for all necessary installations such as, but not limited to, water, electricity etc. required for the Product, which shall be available and working prior to the Deployment Service Visit.

13.4. In case the Customer is not available to receive the relevant Deployment Services at the agreed time Nilfisk may charge the Customer for such unavailability and for the reperformance of the Deployment Services by an hourly rate.

14. CUSTOMER OBLIGATIONS – SERVICE VISITS

14.1. The Customer is responsible for making sure that Nilfisk has access to the Product at the agreed time for planned Service Visits during Nilfisk normal working hours (as stated on the local Nilfisk website), or otherwise at individually agreed times outside normal working hours.

14.2. Nilfisk will charge the Customer for any extra labor or travel incurred in case of inability to access the Product at the agreed upon location, date, and time.

14.3. During Service Visits the Customer is responsible for ensuring that the Services can be performed in a safe location.

14.4. The Customer is responsible for informing Nilfisk about the presence of any dangerous substances or circumstances on-site and providing the Nilfisk Technician with the necessary information regarding safety precautions. It is the Customer's responsibility to provide the necessary safety measures and items for the Nilfisk Technician, and pay all costs related to this.

14.5. The Customer is responsible for informing Nilfisk in due time regarding changes in location of any of the Products in the Quote or Order. Discounts given based on the Product locations will be changed accordingly.

15. CUSTOMER OBLIGATIONS – USAGE AND DAILY MAINTENANCE

15.1. The Customer is responsible for carrying out daily and weekly maintenance and checks on the Product, including but not limited to, top-ups of oils, lubricants, coolants, and liquids as detailed in the Product user manual.

15.2. The Customer shall perform daily and periodical controls and top-up of batteries respecting the batteries charging cycles as defined in the Product user manual.

15.3. The Customer shall utilize materials such as, but not limited to, oil, grease, water, detergent, etc. which must be used in accordance with the standards defined in the Product user manual.

15.4. The Customer shall not carry out modifications or adjustments to the equipment or allow third parties to carry out maintenance or repairs without the prior written accept from Nilfisk. Nilfisk is not obliged to perform Services under this

Agreement and/or coverage under any warranty without Nilfisk having provided the accept.

15.5. The Customer has the responsibility to notify Nilfisk as soon as the Customer becomes aware of an anomaly in the operation of the Product, as well as in the event of leaks, abnormal wear and tear or noises, upon modifications to the conditions of use provided for in the Product user manual and usage levels as set out in the Quote or Order, or the like.

16. SERVICE CHARGES AND PAYMENT TERMS

16.1. Service Charges plus current sales tax is payable in advance. Nilfisk issues invoices for Service Charges as stated in the Quote or Order.

16.2. Services and components not covered by the Service Charges will be charged separately by Nilfisk. Components supplied by Nilfisk remain the property of Nilfisk until the related invoice is paid in full by the Customer.

16.3. Nilfisk reserves the right to annually adjust the Service Charges stated in the Quote or Order in accordance with the Harmonized Index of Consumer Prices (HICP) which is published by EUROSTAT. For countries outside the Eurozone Nilfisk reserves the right to adjust the Service Charges stated in the Quote or Order in accordance with the relevant local Consumer Price Index (CPI).

16.4. Payment terms and payment of any interest in case of late payments of invoices are specified in the Quote or Order.

16.5. All invoices will be stated in local currency and all payments shall be made in local currency, unless otherwise agreed in the Quote or Order.

16.6. Nilfisk is entitled to suspend all its obligations under this Agreement if the Customer does not fulfill the payment obligations under the Agreement towards Nilfisk.

17. TERM AND TERMINATION

17.1. Unless otherwise agreed, this Agreement shall be valid for a minimum period of 12 months from the date the Quote or Order was signed by the Customer ("Initial Term"). After the Initial Term this Agreement shall remain in force until the end of the period stated in the Quote or Order, if any, or until terminated in accordance with these Terms.

17.2. Unless otherwise agreed, the Customer may after the Initial Term terminate this Agreement in writing subject to thirty (30) days' notice prior to the date when the next invoice is due pursuant to the Quote or Order. The Quote or Order can be terminated for one or multiple Products as mentioned in the Quote or Order subject to the aforementioned notice.

17.3. This Agreement can be terminated by Nilfisk immediately if the Customer is unable or admits its inability to pay its debts (as and when they fall due), or the Customer suspends or threatens to suspend payment of its debts, or any steps are taken with a

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view to the Customer becoming bankrupt or wound up, having a receiving order against it, making an arrangement with any of its creditors, or the Customer takes, or suffers, any insolvency process or similar action as a result of debt, in each case whether under the laws of England or elsewhere, or there is a transfer and/or merger of the Customer's business, shares, or similar actions, or the Customer passes away. The Customer shall be obliged to notify Nilfisk immediately to the extent any of the circumstances described in this Section 17.3 occur or are likely to occur.

17.4. This Agreement may be terminated by either Party if the other Party is in material breach of any of its obligations under this Agreement and fails to remedy that breach within thirty (30) days after receiving written notice of the breach.

17.5. This Agreement may be terminated by Nilfisk for convenience with three (3) months written notice to the Customer.

(See more on the following page)

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THE FOLLOWING SECTIONS APPLY WHETHER CUSTOMER HAS PURCHASED NILFISK PRODUCTS AND/OR SERVICES:

18. LIMITED WARRANTY

18.1. Limited Product and Service Warranty

Nilfisk warrants for a period of twelve (12) months from delivery of the Product(s) or Services to the Customer:

- a) All Products supplied by Nilfisk will conform to the specifications in effect at the time of sale (or otherwise agreed with Customer in writing) and will be in good condition, free from defects in materials, design, and workmanship.
- b) All Services performed by Nilfisk will be performed in a professional and workmanlike manner.

18.2. No Other Warranty

The above representations and warranties of Nilfisk constitute an exhaustive list of Nilfisk's representations and warranties. Accordingly, all conditions, representations, statements and warranties, whether expressed or implied, including without limitation warranties on fitness for purpose or satisfactory quality, are excluded to the fullest extent permitted by applicable law.

18.3. Customer Inspection Obligation

Customer shall inspect Products and Services delivered and Customer shall report claims for defects, damages or shortages in writing within ten (10) days of delivery or the Products or provision of the Services or the Products and/or Services will be deemed irrevocably accepted and such claims will be deemed waived. Where a defect was not apparent on reasonable inspection, Customer shall notify Nilfisk within a reasonable time after discovery of the defect, but in no event later than ten (10) days after the discovery.

18.4. Remedy

In case of any breach of warranty provided for a Product and/or Service by Nilfisk, Customer's sole remedy is to receive repair, replacement, or reperformance. Nilfisk's sole liability is limited to the repair or replacement of defect-free Products and/or parts, or reperformance of Services. Nilfisk bears all costs related to the repair, replacement, or reperformance, except that Nilfisk shall not be liable for costs such as but not limited to cost to third parties, sorting, packaging, counting, installation, or transportation costs. Nilfisk may engage a third party to perform repairs, replacements, or reperformance on behalf of and at Nilfisk's expense.

Products may be returned only with prior written approval from Nilfisk. Any Product returned will be at Customer's expense and no allowance for, nor replacement of, defective Product covered by warranty will be made unless the alleged defects are established to the satisfaction of Nilfisk after its tests and inspections of the applicable Product.

19. LIMITATION OF LIABILITY

19.1. NILFISK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NEVER EXCEED AN AMOUNT EQUAL TO THE PURCHASE PRICE PAID BY CUSTOMER UNDER THE SPECIFIC QUOTE OR ORDER THAT GIVES RISE TO CUSTOMER'S CLAIM (EXCLUDING VAT, TAXES AND CHARGES) EXCEPT THAT THIS LIMITATION OF LIABILITY IN THIS SECTION 19.1 SHALL NOT APPLY TO ANY DAMAGES OR LOSS CAUSED BY NILFISK OR ITS PRODUCTS AND/OR SERVICES ARISING OUT OF ANY CAUSE FOR WHICH LIABILITY CANNOT BE LIMITED OR EXCLUDED ACCORDING TO APPLICABLE MANDATORY LAW.

19.2. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY AS A RESULT OF THIS AGREEMENT FOR ANY: (I) LOSS OF FUTURE REVENUE, INCOME OR PROFITS; (II) DIMINUTION IN THE VALUE OF THE OTHER PARTY; (III) DIMINUTION OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY; (IV) DAMAGES ARISING FROM CHANGES IN OR INTERPRETATIONS OF ANY LAW; OR (V) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS, EXCEPT THAT THE EXCLUSIONS IN THIS SECTION 19.2 SHALL NOT APPLY TO ANY LIABILITY WHICH CANNOT BE EXCLUDED ACCORDING TO APPLICABLE MANDATORY LAW.

20. INDEMNIFICATION

Nilfisk shall indemnify and hold Customer its officers, directors, employees, subsidiaries and affiliates harmless for any losses, claims, damages, liabilities, judgments, costs, fines and expenses of any kind or nature (including reasonable attorney's fees) to the extent caused by: (i) Nilfisk's material breach of any provision in the Agreement; or (ii) Nilfisk's negligence, wrongful acts or omissions.

Customer shall indemnify and hold Nilfisk harmless for any losses, damages, liabilities, judgments, costs, fines and expenses of any kind or nature (including but not limited to reasonable attorney's fees) (collectively "Losses") to the extent such Losses arise out of property damage, bodily injury, death or infringement of intellectual property rights caused by: (i) Customer's breach of any provision in this Agreement; (ii) Customer's negligence or wrongful acts or omissions; (iii) breach of confidentiality; or (iv) Customer's modification of any product or service supplied by Nilfisk or other infringement, violation or misappropriation of any patent, copyright, trade secret, trademark, contract or other third party right in any way related or connected to the products or services supplied to Customer by Nilfisk.

21. CONFIDENTIALITY

Any non-public information of any kind, whether oral or written, is and will remain the property of the Nilfisk, including but not limited to information of a commercial, technical or financial nature, technical information on products, processes, technologies and know-how in general, test results and data, reports, materials, projections, business plans and strategies, business alliances, other trade secrets, customers, suppliers, markets, services, designs, personnel, regulatory and environmental matters and other proprietary information which a Customer or its representative receives from Nilfisk or its representative incidental to or in connection with the Agreement (collectively, "Confidential Information"). Customer shall not disclose any Confidential Information to any third party and shall not use any Confidential Information except as agreed by the parties and to execute the purchase of Products and/or the provision of Services under the Agreement.

22. COMPLIANCE

22.1. Both parties shall comply with Nilfisk's Code of Conduct, in force at any time and available at <https://www.nilfisk.com/global/about-nilfisk/sustainability/#certificatesandreport>, however, provided that Customer may instead comply with its own code of conduct if such Customer code of conduct does not deviate significantly from Nilfisk's Business Code of Conduct.

22.2. Customer shall not export, reexport, supply or tranship Products and/or any other goods supplied by the Nilfisk group of companies, directly or through third parties that it has any reason to believe will export, reexport, supply or tranship such Products and/or goods to Belarus, Iran, North Korea, Russia, Syria the Ukraine territories of Crimea, Donetsk, Kerch, Luhansk or Sevastopol. If Customer can stop such export, reexport, supply or tranship Customer must do so. Any breach of this Section is a material breach and will entitle Nilfisk to be indemnified in accordance with Section 19.

23. FORCE MAJEURE

Nilfisk shall not be in breach of Agreement, nor be liable for any failure to perform or delay in performance of the Agreement, if the failure or delay is due in whole or in part, directly or indirectly, to events or circumstances outside its reasonable control, including but not limited to fire, explosion or accident; act of God, flood, drought, earthquake or other natural disaster; strike, lockout, or other labor disruption; lack of raw materials, supplies or components; retooling; upgrading of technology; delays of carriers; embargo; government order or directive; war, armed conflict, terrorist attack, civil insurrection or disruption; riots; cyberattacks; epidemic or

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pandemic. If the delay persists for such time as Nilfisk considers unreasonable, it may without liability on its part, terminate the Agreement or any part of it.

24. MISCELLANEOUS

24.1. No Waiver

The failure by either party to enforce any of the provisions of these Terms will not be construed as a waiver of such provisions nor a waiver of the right of that party to enforce such provisions in the future.

24.2. Severance

If a provision of the Agreement is held by any competent authority to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions of the Agreement shall remain in full force and effect.

24.3. Surviving Obligations

Sections 6 (Title; Risk), 8 (Data), 19 (Limitation of Liability), 20 (Indemnification), 20 (Confidentiality), and 25 (Governing Law and Dispute Resolution) shall survive the termination of the Agreement, these Terms or any Quote or Order.

24.4. No Oral Modification

The Agreement may not be modified except by written agreement.

24.5. Entire Agreement

The Agreement constitutes the entire agreement between Customer and the Nilfisk entity supplying the Products and/or Services, superseding all other agreements and understandings, written or oral, between the parties involving this subject matter. Unless otherwise stated in writing by Nilfisk, its acceptance of the Order does not modify these Terms, and Nilfisk expressly rejects any conflicting or additional provisions stated in any other document or elsewhere and Nilfisk expressly rejects Customer's general terms and conditions of purchase regardless of whether or when Customer submitted its purchase order or such terms. Nilfisk may modify and amend these Terms from time to time, providing advance written notice to Customer of any modification or amendment.

24.6. No Partnership/Agency

Nilfisk and Customer are separate entities and nothing in the Agreement shall be construed as creating a partnership, employer-employee relationship, joint venture relationship, or to authorize either party to act as an agent for the other.

24.7. Third Party Rights

Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

25. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms, any Agreement and any dispute or claim arising out of or in connection with them, their subject matter or formation shall be governed by and construed in accordance with the laws of England, and each party irrevocably agrees that the courts of England have sole and

exclusive jurisdiction and venue to settle any dispute or claim arising out of or in connection with these Terms or any Agreement, their subject matter or formation, including without limitation non-contractual disputes and claims. Customer expressly agrees to such choice of law and venue. The UN Convention of Agreements for the International Sale of Goods is expressly and entirely excluded.