

For the purpose of modifying the Terms and Conditions of Sale for the sale of products or services within or to the applicable Destination Country set forth below, the Terms and Conditions of Sale shall be modified as follows:

Destination Country	Details
China	Paragraph 3 of Clause 16 (General) is hereby deleted and replaced with the following: <i>The order to which these Terms and Conditions of Sale are attached is made expressly subject to, and purchaser in its performance hereunder expressly agrees to comply with and abide by, all applicable laws, ordinances, codes and regulations, including the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§78dd-2, 78ff, the Corruption of Foreign Public Officials Act (Canada), the UK Bribery Act 2010, the PRC Criminal Law, the PRC Anti Unfair Competition Law and the Interim Rules of the State Administration for Industry and Commerce on Prohibition of Commercial Bribery, or any other applicable laws relating to combating bribery or official corruption. Purchaser represents and covenants that it has not taken, and will not take, any actions that may subject Distech Controls or any of its officers, directors or employees, or related parties to liability under the FCPA, the Corruption of Foreign Public Officials Act (Canada), the UK Bribery Act 2010, or other aforesaid regulations or applicable laws, ordinances, codes or regulations. Purchaser will indemnify and hold harmless Distech Controls from and against all suits, claims, causes of action, demands, penalties, losses or other damages which may arise or accrue because of the failure or neglect of purchaser in this respect.</i>
Hong Kong SAR	- The third paragraph of <u>Section 1 (Payment Terms)</u> of the Terms and Conditions of Sale is hereby deleted and replaced with the following: <i>If purchaser does not pay any invoice, in whole or in part, when due, Distech Controls shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due Distech Controls is collected by or through an attorney, Distech Controls shall be entitled to recover all costs of collection, including attorney's fees incurred by Distech.</i> - The first sentence of <u>Section 2 (Prices)</u> of the Terms and Conditions of Sale is hereby deleted and replaced with the following new first sentence: <i>All prices are those in effect at the time of quotation and are subject to changes as notified or published by Distech from time to time.</i> - The first sentence of <u>Section 13 (Intellectual Property)</u> of the Terms and Conditions of Sale is hereby deleted and replaced with the following new first sentence: <i>All intellectual property rights in the products and services, including copyrights, designs, industrial designs, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trademarks, trade names, and logos, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work product and other materials that are delivered to purchaser or prepared by or on behalf of Distech Controls in the course of providing the products or services, including any related software that may be already installed in or included with the products or services (collectively the "IP"), shall be owned by Distech Controls.</i> - Unless otherwise specified in the Terms of Conditions of Sale, no term of the Terms and Conditions of Sale shall be enforceable by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong Special Administrative Region) by any person who is not Distech Controls or the purchaser. - The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement or any transactions contemplated hereby. - The parties expressly agree that the exclusions of the warranties of merchantability or fitness for a particular purpose are reasonable.
Indonesia	- The third paragraph of <u>Section 16 (General)</u> of the Terms and Conditions of Sale is hereby deleted and replaced with the following: <i>"The order to which these Terms and Conditions of Sale are attached is made expressly subject to, and purchaser in its performance hereunder expressly agrees to comply with and abide by, all applicable laws, ordinances, codes and regulations, including the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§78dd-2, 78ff, the Corruption of Foreign Public Officials Act (Canada), the UK Bribery Act 2010, Law No. No. 20 of 2001 on the Amendment of Law No. 31 of 1999 on Corruption Eradication (as amended from time to time), Law No. 8 of 2010 on the Prevention and Eradication of Money Laundering Activities and Government Regulation No. 43 of 2015 on Reporting Parties in the Prevention and Eradication of Money Laundering Crime, as amended by Government Regulation No. 61 of 2021 (and as amended from time to time) or any other applicable laws relating to combating bribery or official corruption. Purchaser represents and covenants that it has not taken, and will not take, any actions that may subject Distech Controls or any of its officers, directors or employees, or related parties to liability under the FCPA, the Corruption of Foreign Public Officials Act (Canada), the UK Bribery Act 2010, Law No. No. 20 of 2001 on the Amendment of Law No. 31 of 1999 on Corruption Eradication, Law No. 8 of 2010 on the Prevention and Eradication of Money Laundering Activities (as amended from time to time) or other applicable laws, ordinances, codes or regulations. Purchaser will indemnify and hold harmless Distech Controls from and against all suits, claims, causes of action, demands, penalties, losses or other damages which may arise or accrue because of the failure or neglect of purchaser in this respect."</i> - These Terms and Conditions are made in the English language only. To the extent necessary to comply with Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem, as implemented by Presidential Regulation No. 63 of 2019 on the Use of Indonesian Language, these Terms and Conditions shall be provided, upon request, in the Indonesian language. In the event of any inconsistency or different interpretation between the English language and the Indonesian language, the English language version will prevail and the relevant Indonesian language version is deemed to be automatically amended to make the relevant part of the Indonesian language version consistent with the relevant part of the English language version.
Macau Special Administrative Region (Macau SAR)	Regarding Section 3 (Delivery, Title and Risk of Loss), all Macau orders will be shipped FCA Distech Controls' facility or distribution center (INCOTERMS 2020) unless agreed otherwise in writing. Orders are considered delivered when made available at the shipping point. Purchaser covers any extra transportation costs if choosing the shipping method. Freight charges are always paid by Purchaser.
Malaysia	The language at the end of the Terms and Conditions that states "Distech Controls reserves the right to change these Terms and Conditions of Sale at any time without notice" is hereby deleted and replaced with the following: <i>Distech Controls reserves the right to change these Terms and Conditions of Sale at any time without notice. The purchaser's purchase or use of any products or services of Distech Controls after such changes shall indicate the Purchaser's acceptance of such changes.</i>
United Kingdom	- For avoidance of doubt, with respect to <u>Section 3 (Delivery, Title and Risk of Loss)</u> of the Terms and Conditions of Sale, the parties agree that unless otherwise agreed to in writing by Distech Controls, all UK orders (regardless of size or price) will be shipped EXW Distech Controls' manufacturing facility or distribution center (INCOTERMS 2020) and shall be deemed delivered to purchaser when the products are made available at the shipping point. - The third paragraph of <u>Section 3 (Delivery, Title and Risk of Loss)</u> of the Terms and Conditions of Sale is hereby deleted and replaced with the following:

Destination Country	Details
	<i>Title to the products supplied under these Terms and Conditions of Sale shall not pass to purchaser until Distech Controls receives payment in full for (i) the products, and (ii) all other sums that are, or that become, due to Distech Controls from purchaser under these Terms and Conditions of Sale, any other agreements between purchaser and Distech Controls or otherwise. Risk of loss and/or damage to the products shall pass to purchaser upon delivery of the products to the transportation company at the shipping point.</i> <i>Until title to the products supplied under these Terms and Conditions of Sale passes to purchaser, purchaser shall (i) keep the products separate from other goods of a similar kind held by purchaser so that they remain readily identifiable as the property of Distech Controls, (ii) not remove, deface or obscure any identifying mark or packaging on the products, (iii) maintain the products in satisfactory condition and keep them insured on behalf of Distech Controls for their full price against all risks with an insurer that is reasonably acceptable to Distech Controls, and (iv) give such information as Distech Controls may reasonably require from time to time relating to the products.</i> <i>In the event purchaser fails to comply with its obligations under these Terms and Conditions of Sale (or any other agreement between purchaser and Distech Controls), in particular purchaser's payment obligations when such obligations fall due and payable, at any time before title to the products supplied under these Terms and Conditions of Sale passes to purchaser, Distech Controls may require purchaser to deliver up all products in its possession and, if purchaser fails to do so promptly, enter any premises of purchaser or any third party where the relevant products are stored in order to recover them.</i> - The first sentence of <u>Section 5 (Transportation Claims)</u> of the Terms and Conditions of Sale is hereby deleted and replaced with the following new first sentence: "<i>Risk of loss passes to purchaser when the products are made available to purchaser by Distech Controls at the shipping point.</i>" - The references to "US\$22" and "US\$300" in <u>Sections 3 (Delivery, Title, and Risk of Loss)</u> and <u>8 (Return of Stock Merchandise)</u> of the Terms and Conditions of Sale, respectively are replaced with "£17" and "£228", respectively. - For purposes of clarification, with respect to <u>Section 15 (Choice of Law; Dispute Resolution)</u>, the Terms and Conditions of Sale shall be governed by the laws of England and Wales without regard to the choice of law principles that would cause the application of laws of any jurisdiction. The arbitration contemplated by that Section shall be administered by the London Court of International Arbitration and the seat of arbitration shall be London, England. - Unless otherwise specified in the Terms and Conditions of Sale, no term of the Terms and Conditions of Sale shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not Distech Controls or the purchaser.