Domestic U.S.A. General Terms and Conditions of Sale for Distribution and Control Products and Services

Terms and Conditions of Sale. The terms and conditions of sale set forth herein ("Terms and Conditions of Sale"), and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services ("Product(s)" or "Services") by Eaton Corporation ("Seller") to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications, whether written or oral, between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement. All Seller documents referenced in these Terms and Conditions of Sale are hereby incorporated by reference into the terms herein. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations. A written quotation is valid for thirty (30) calendar days from its date unless otherwise stated in the quotation or terminated sooner by notice. Verbal quotations, unless accepted, expire the same day they are made. A complete signed order must be received by Seller within twenty (20) calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

TERMINATION AND CANCELLATION

Products. Any order for Engineered-to-Order Products, as defined in Addendum 1 to these Terms and Conditions of Sale, may be terminated by the Buyer only upon thirty (30) calendar days' prior written notice and upon payment of reasonable termination fees in accordance with the cancellation milestones contained in Addendum 1. Orders for all other Products may be terminated by the Buyer only upon thirty (30) calendar days' prior written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs. All Products delivered, ready for shipment, or in transit will be invoiced and paid at their full purchase price.

Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Services. Any order may be terminated by the Buyer only upon thirty (30) calendar days' prior written notice and upon payment of reasonable termination charges including all costs plus profit**.** Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices. All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment. The Products sold under these Terms and Conditions of Sale may be subject to a tariff surcharge or price adjustment to reflect the increased costs to Seller (including, but not limited to, increased costs to Seller from its suppliers) arising from any tariffs, duties, or similar governmental charges imposed after the effective date of the order.

Price Policy – Products and Services. When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products is made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within thirty (30) calendar days from the date of the original mailing of the drawings by Seller or sixty (60) calendar days where the Buyer is a contractor. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the thirty (30) calendar day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of eighteen (18) months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond eighteen (18) months from the date of the Buyer's order, the price must be renegotiated.

Minimum Billing. Orders less than $1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of $25.00 unless noted differently on Product discount sheets.

Taxes. The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products. Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Unless otherwise specified by Eaton as outlined herein, terms of payment are either net thirty (30) days

from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services. Terms of payment are net thirty (30) days from the date of invoice for orders amounting to less than $50,000.00. Terms of payment for orders exceeding $50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable thirty (30) calendar days from date of invoice.
2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable thirty (30) calendar days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances. If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment. If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight. Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – P/S – Frt./Ppd. and Invoiced. Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. – P/S – Frt./Ppd. and Allowed. Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination – Frt./Ppd. and Allowed. At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing. Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation. Delivery and shipping dates are approximate. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) calendar days in advance of shipping date.

Risk of Loss. Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage. Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage**.** When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination;
2. Retain shipping container and packing material;
3. Notify the carrier in writing of any apparent damage;
4. Notify Seller representative within 72 hours of delivery; and
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection. Witness testing and factory inspections may be requested at the time of quotation and are subject to additional costs and fees at Seller's discretion.

Witness tests will add one (1) calendar week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders. For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option: (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) calendar days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval. Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal. When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

WARRANTY

Warranty for Products. Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems) and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from its third-party supplier, to the extent such third party permits assignment of its warranty.

Extended Warranty for Products. If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

- 24 months – 2% of Contract Price
- 30 months – 3% of Contract Price
- 36 months – 4% of Contract Price

Special Warranty (In and Out) for Products. If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location;
2. Transportation to the repair facility and return to the site; and
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty for Services. Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole, or in part from improper maintenance or operation (including failure to comply with Seller's recommendations) or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies. Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos. Federal law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific purchase order, and (ii) a change in the work scope of any purchase order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation. Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products. Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices. Buyer shall provide the users including its employees and in the case of permitted resale any subsequent purchasers of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Cybersecurity. Buyer must review and adhere to Eaton Assemblies Cybersecurity Hardening Guidelines: www.eaton.com/assemblies-security (the "Cybersecurity Guidelines"). Seller is not responsible for a breach of data or electronic system security, including, but not limited to, a system intrusion or interference, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom, caused by any third-party equipment, modification made to a Product other than by Seller, or failure by Buyer to comply with Eaton Assemblies Cybersecurity Hardening Guidelines at www.eaton.com/assemblies-security (the "Cybersecurity Guidelines"). Seller may revise the Cybersecurity Guidelines at any time without prior notice.

Buyer is responsible for obtaining (at Buyer's expense) assurances from third party suppliers with respect to cybersecurity for third party equipment. As a condition of use and/or resale, Buyer shall direct all users of the Products purchased to access the applicable accompanying Eaton End User License Agreement (EULA) and the Cybersecurity Guidelines, all of which are subject to change in terms and practices, at Seller's discretion, at any time.

Privacy. To the extent that either party has access to personal data, the parties agree to safeguard and process the data in accordance with applicable data protection regulations.

Data Sharing. Buyer understands that, to fulfill its obligations under these Terms and Conditions of Sale, Seller may need to share certain information, such as confidential business details or technical data ("Shared Data"), with trusted third parties, including service providers, subcontractors, or affiliates ("Authorized Third Parties"). Seller will ensure that any Authorized Third Party receiving Shared Data is subject to confidentiality and data security requirements.

Use of Information with Artificial Intelligence Tools. The parties acknowledge and agree that, in the course of performing obligations under these Terms and Conditions of Sale, either party may use artificial intelligence (AI) tools, including, but not limited to, generative AI and machine learning technologies, to process, analyze, or generate content based on information provided under this Agreement. Each party shall ensure that such use complies with applicable laws, maintains confidentiality obligations, and does not result in unauthorized disclosure of proprietary or personal data. The use of AI tools shall not relieve either party of its responsibilities under these Terms and Conditions of Sale, including those related to data protection, intellectual property, and confidentiality.

Force Majeure. Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, pandemic or epidemic, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. Seller cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Seller is prevented, hindered or delayed from or in performing any of its obligations resulting from reasons not attributable to Seller.

Liquidated Damages. Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Intellectual Property. Seller retains all rights, title, and interest in and to all Intellectual Property Rights related to the Products and Services. "Intellectual Property Rights" means all patent rights (including inventions and discoveries), trademarks, trade dress, copyrights, trade secrets, technical know-how, and other proprietary rights, whether registered or unregistered. Subject to the terms herein, Seller grants to Buyer a perpetual, world-wide, non-exclusive license under Seller's Intellectual Property Rights solely to use the Products or the Services for their intended purposes. No other licenses or rights are granted herein to Buyer under Seller's Intellectual Property Rights. Buyer shall not grant any sublicense or other rights in the Intellectual Property Rights related to the Products and Services without Seller's prior written consent. Buyer shall not remove, alter, or obscure any of Seller's proprietary notices, including patent, trademark, copyright, or confidentiality notices, affixed to or embedded in the Products, Services, or related materials. Buyer shall not copy, modify, reverse engineer, decompile, disassemble, or create derivative works of any Products or related Intellectual Property.

Buyer acknowledges that all trademarks, service marks, logos, and trade names ("Marks") affixed to or associated with the Products or Services are the exclusive property of Seller (or its affiliates or licensors). Nothing herein grants Buyer any license or right to use Seller's Marks except as necessary to identify the Products or Services in accordance with Seller's branding guidelines.

Software. Any Software embedded in or provided with the Products, delivered or required as part of the Services, or made available as Software-as-a-Service, is licensed, not sold, to Buyer. "Software" means a collection of programs, applications, firmware, and/or platforms, including all modifications, improvements, updates, and derivative works. Seller (or its licensors) shall retain all ownership of Intellectual Property Rights in such Software. Seller grants Buyer a limited, non-exclusive, non-transferable and non-sublicensable license to access and use the Software in object code form only, and solely for Buyer's internal business purposes in connection with the Products and/or Services. Buyer shall not, and shall not permit others to, disassemble, decompile, reverse engineer, or otherwise attempt to access or derive the source code, underlying algorithms, or any proprietary elements of the Software, or create derivative works thereof, except to the extent (i) mandatory under applicable law or (ii) expressly permitted by a separate agreement with Seller. Buyer agrees that any separate End User License Agreement (EULA) or Terms of Services (TOS) provided with the Software shall govern the use of the Software, and Buyer shall ensure that all end users of the Software assent to the EULA or the TOS. In the event of any conflict between the applicable EULA or TOS and the Terms and Conditions of Sale set forth herein regarding the Software, the applicable EULA or TOS shall control.

Patent Infringement. Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority,

information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non- infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence.

In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software Products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA. Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability. THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD UNDER THIS AGREEMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOST PRODUCTION, COST OF CAPITAL, LOSS OF, DAMAGE TO, OR UNAUTHORIZED ACCESS TO DATA, BREACH OF SYSTEM SECURITY, FAILURE TO TRANSMIT OR RECEIVE DATA, BUSINESS INTERRUPTION, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

Buyer Qualified Staff Representation and Indemnification for Services. To the extent that the worker(s), employee(s), or contract workers of Buyer (collectively, "Buyer Worker(s)") support the project or Services performed by Seller at any site, Buyer represents that such Buyer Worker(s) possess the experience, qualifications, knowledge, skill and expertise necessary to perform the tasks involved in supporting the project or Services. Buyer further acknowledges that Buyer, at all times, remains exclusively responsible for the actions and inactions of its Buyer Worker(s), and that Buyer shall defend, indemnify and hold Seller harmless against any losses, liabilities, damages, claims, suits, actions, proceedings, subrogation, costs, and expenses, including court costs and attorneys' fees, arising from the action(s) or inaction(s) of the Buyer Worker(s).

Governing Law; Jurisdiction. These Terms and Conditions of Sale shall be construed in accordance with and governed by the laws of the State of Ohio. Seller and Buyer hereby agree that all disputes arising out of these Terms and Conditions of Sale shall be submitted solely to the jurisdiction of the state and federal courts located in Cuyahoga County, Ohio.

Export Regulations and Anti-Corruption. The Buyer shall comply with all applicable export or import controls, sanctions, embargos, or other trade restriction laws and regulations, including those issued by the governments and international bodies of the United Nations (UN), United States of America (US), European Union (EU) and its individual member states, United Kingdom (UK), and any other applicable national laws or international rules of foreign trade law ("Trade Controls").

The Buyer shall not sell, transfer, export, or re-export any Eaton items, Products, technology, or software to or for use in Belarus, Crimea, Cuba, the non-governmental controlled areas of Ukraine (currently comprising Donetsk, Luhansk, Zaporizhzhia and Kherson), Iran, North Korea, Russia, Sudan or Syria (this listing as may by amended by Seller from time to time and notified to Buyer) or to for use by any person or entity or region or country where such sale, transfer, export or re-export is prohibited under applicable Trade Controls.

The Buyer agrees to comply with all applicable anti-corruption laws and regulations, including (but not limited to) those in the jurisdiction in which the Buyer is registered, the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act. The Buyer agrees to comply with Seller's Worldwide Anti-Corruption Policy.

While acting in capacity as a third party distributor and/or sales agent, the Buyer: (i) shall conduct appropriate due diligence on parties to which it pays commission, referral, marketing, or other fees related to its business and dealings with Seller; and (ii) warrants that it has no reason to believe that any of its agents, resellers, representatives, consultants, or any other persons retained by the Buyer in connection with its business and dealings with Seller have violated applicable anti-corruption laws or any Trade Controls.

The Buyer agrees to indemnify, defend and hold Seller harmless from any breach of the Buyer's obligations under this section.

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Addendum 1 To
Domestic U.S.A. General Terms and Conditions of Sale
for Distribution and Control Products and Services

This Addendum ("Addendum") amends the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000 and is incorporated by reference into and is a part of the Terms and Conditions of Sale in instances where there is a termination for convenience by Buyer of Engineered to Order Products. For purposes of these Terms and Conditions, Engineered to Order Products are custom-designed solutions with no alternative use that fall in the following product categories:

- Enclosed Variable Frequency Drive (VFD)
- Automatic Transfer Switch (ATS)
- Busway (BW)
- Track Busway (TBW)
- Medium Voltage Motor Control Assemblies (MVCA)
- Power Factor Correction & Power Conditioning (PFC)
- Switchboards (SWBD)
- Power Distribution Unit (PDU)
- Remote Power Panel (RPP)
- Static Transfer Switch (STS)
- Three Phase Uninterruptable Power Supply (3PH UPS) > than 10kVA
- Low Voltage Assemblies (LVA)
- Medium Voltage Switchgear
    - Medium Voltage Assemblies (MVA)
    - Medium Voltage Switches (MVS)
    - Gas Insulated Switchgear (GIS)
- Unit Substation Transformers (UST)
- Integrated Power Assembly (IPA)
- Motor Control Center (MCC)
- Three Phase Transformers (3PH XFMR)
- Battery Energy Storage Systems (BESS)
- Medium Voltage Solid State Transformers (MV/SST)

In the event there is any conflict or inconsistency between this Addendum and the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000, this Addendum shall govern and control.

This addendum does not apply to other Eaton Products unless specifically specified in the order.

In the event that Buyer terminates Engineered to Order Products for its convenience, Buyer shall pay Seller the following scheduled cancellation fee based on the cancelled equipment price as depicted in the applicable order. The percentages displayed below are cumulative and based on the applicable purchase order price of the cancelled Engineered-to-Order Product(s):

CANCELLATION MILESTONES	**CANCELLATION PAYMENT (USD)**
Order has been entered.	10% of equipment price*
Factory customer approval drawings are in process, if applicable.	25% of equipment price
Order has been released for manufacture; or materials and components have been ordered; or construction drawings are in process.	50% of equipment price
Construction drawings have been completed; manufacturing or assembly has not started.	80% of equipment price
Manufacturing or assembly of the equipment has started.	100% of equipment price
*For batteries and drop ship items with no alternative use, after order has been entered.	100% of equipment price