

HILL PHOENIX-AMS SERVICES TERMS AND CONDITIONS

THIS SERVICE TERMS & CONDITIONS ("Agreement") is made as of the last date of execution hereof, by and between **Hill Phoenix, Inc.** ("Contractor") and **Customer** ("Customer"), For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Contractor agree as follows:

ARTICLE I - STATEMENT OF SERVICES

Contractor agrees that Contractor will provide Customer with services as set forth on a separate Scope of Services/Work document or exhibit (the "Services"), which is incorporated herein. Contractor agrees to furnish Customer with written reports with respect to the Services if and when requested by Customer. It is understood and agreed that Contractor is not obligated in any way to provide the services exclusively or for any stipulated period of time.

ARTICLE II - COMPENSATION

a) In consideration for the Services performed by Contractor hereunder, Customer agrees to pay Contractor the fees and reimburse Contractor for the expenses as set forth on the Scope of Services/Work.

b) Following Contractor's completion of the Services and submittal of an invoice for the Services to Customer, Customer shall promptly make payment. Each invoice shall fairly and accurately describe in sufficient detail the actual Services performed, the person(s) performing the Services, the period of the performance, and expenses that are payable to Contractor under the provisions of this Agreement.

ARTICLE III - RELATIONSHIP OF THE PARTIES

a) The relationship of Contractor to Customer is that of an independent contractor and nothing herein shall be construed as creating any other relationship. Contractor may adopt such arrangements as Contractor may desire with regard to the details of the performance of the Services, provided that the Services shall be performed in a manner calculated to attain the most satisfactory results for Customer.

b) If Contractor is an individual, Contractor acknowledges that he/she is not an employee of Customer and is not entitled to the rights and benefits of a Customer employee, including, but not limited to, participation in pension, savings, health-care and other employee benefit plans and arrangements. If Contractor is a business entity, it acknowledges that its employees and such other persons or parties as may be used by Contractor in the performance of the Services are not Customer employees and are not entitled to the rights and benefits of a Customer employee, including, but not limited to, participation in pension, savings, health-care and other employee benefit plans and arrangements.

c) Contractor accepts, in connection with the Services, exclusive liability for the payment of any taxes or contributions measured by Contractor's income or levied on Contractor's personal property (real or personal).

ARTICLE IV - WARRANTIES

a) Contractor warrants that the Services will be performed in accordance with current, sound and generally accepted industry practices by appropriately licensed personnel who are experienced in the appropriate fields. The Services shall be performed by Contractor for Customer in consideration of the payments specified herein. If Customer reasonably notifies Contractor that any portion of the Services is unsatisfactory or defective, Contractor shall, in its reasonable discretion, re-perform the affected Services or take commercially reasonable corrective action at no additional cost to Customer. Any such re-performance or corrective action shall be completed within a reasonable period of time, not to exceed one (1) month from receipt of Customer's notice, unless otherwise agreed in writing by the parties.

b) Contractor agrees to provide a high standard of professional service and will exert its best efforts to achieve satisfactory results within the time and funds available.

c) Contractor agrees to comply with all applicable federal, state and local laws pertinent to performance of the Services, including Dover Corporation's Code of Ethics ("Code of Ethics"), a copy of which can be found at <https://www.dovercorporation.com/about-us/our-governance/dover-code-of-business-conduct-ethics>, and further agrees to include the substance of this provision in all subcontracts entered into by Contractor.

d) No additional charges or rates of any type shall be added without Customer's prior written consent.

ARTICLE V – INDEMNIFICATION & LIMITATION OF LIABILITY

a) Contractor agrees to indemnify Customer from and against third party claims, demands, and causes of action arising out of or related to the acts or omissions of Contractor or its subcontractors, officers, directors, heirs, assigns or employees in the performance of work under this Agreement.

b) The indemnification provided above shall apply to any action arising out of or related to the negligent or willful acts or omissions of Contractor or its subcontractors, officers, directors, heirs, assigns, or employees. This indemnity shall not apply to claims other than those described proximately resulting from the sole negligence or willful misconduct of Customer, its directors, officers, agents or employees.

c) THE TOTAL LIABILITY OF EITHER PARTY UNDER THIS CONTRACT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE VALUE OF THE AGREEMENT THERETOFORE PAID OR PAYABLE BY EITHER PARTY WITH RESPECT TO ALL PRODUCT(S) AND OR SERVICES, IN THE AGGREGATE, CONTRACTED FOR HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, THIS LIMITATION SHALL NOT BE CONSTRUED TO LIMIT IN ANY WAY ANY RECOURSE A PARTY MAY HAVE TO ANY INSURANCE PROCEEDS AVAILABLE UP TO THE AMOUNTS AGREED UNDER THE INSURANCE SECTION IN THIS AGREEMENT, TO THE EXTENT AND TO THE AMOUNTS THAT SUCH INSURANCE IS REQUIRED TO BE MAINTAINED BY THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE VI - CONFIDENTIAL INFORMATION

a) "Confidential Information" shall mean any information owned by Customer or any of its subsidiaries or affiliates, or acquired herein by Customer, that provides economic value, actual or potential, to Customer by reason of it not being generally known to other persons or entities who can obtain economic value from its disclosure or use, including, but not limited to, computer programs and documentation, technical design, manufacturing and application information, customer information, training information, financial information, personnel information, new product developments, advertising and business and marketing plans.

b) Contractor shall have no obligation of confidentiality with respect to any Confidential Information which: (i) was not developed by Contractor hereunder and was already known to Contractor prior to acquisition from, or disclosure by Customer; (ii) is received without restriction as to disclosure by Contractor from a third party having the right to disclose it; (iii) is approved for release by written authorization of Customer; or (iv) is or becomes publicly known without fault of Contractor.

c) During the term (including all renewals) of this Agreement, and thereafter, Contractor shall safeguard and shall neither disclose to any third person nor use for Contractor's own benefit nor for the benefit of others, Confidential Information however or whenever acquired by Contractor.

d) Contractor hereby represents and warrants that Contractor is under no obligation to any other person or company whereby conflicts of interest are or may be created by Contractor entering into or performing this Agreement with Customer.

e) Contractor shall contractually bind its employees and such other persons or parties as may be used by Contractor in the performance of the Services to the obligations established under this Article, and, in the event of a breach of these obligations by such employees, other persons or parties, Contractor shall enforce such contractual provisions and, upon the written request of Customer, permit Customer to enforce such contractual provisions in Contractor's name.

ARTICLE VII - INTELLECTUAL PROPERTY

a) "Intellectual Property" shall mean all patents, copyrights, mask works, trademarks, confidential information and other rights and information of a similar nature worldwide to the extent that such rights or information are created or made possible by Contractor alone (or acting with others) and result from any Services provided to Customer.

b) All intellectual property rights in, or relating to, the Products, Spares or Services, including but not limited to all technical data, processes, designs, drawings, engineering data, U.S. and foreign patents, patent applications, patent rights, trademarks and service marks (including common law rights, applications and registrations therefor), copyrightable and un-copyrightable works (including those in computer programs, drawings, designs, documentation and specifications), copyright registrations, trade secrets, proprietary rights in information (including in data, inventions, discoveries, know-how, formulas, processes, technical information and business information), license rights under the intellectual property rights of third parties and all other intellectual property rights whether or not subject to statutory registration or protection (collectively, "Intellectual Property Rights"), are owned by or licensed to Contractor. The sale of any Products, Spares or Services to Customer in no way conveys to Customer, either expressly or by implication, any intellectual property ownership or license whatsoever, except as may be granted by the Contractor in the materials which accompany the Products, Spares or Services upon delivery. Contractor expressly reserves its ownership rights in and to its Products, Spares and Services, and asserts that additional restrictions may apply to the use of the Products, Spares or Services, as set forth in the applicable Products, Spares or Services documentation and other materials which accompany the Products, Spares or Services.

d) Contractor hereby represents and warrants to Customer that all materials, devices, services and other information that Contractor uses, copies or adapts

hereunder are created originally by Contractor and/or are licensed lawfully to Contractor.

e) Contractor shall hold Customer harmless from and against all damages, liabilities and costs in connection with any claim that the exercise of any right(s) assigned/granted hereunder, infringes or violates any patent, copyright, trade secret or other intellectual property right or other right worldwide, provided that Customer: (i) gives Contractor notice of such claim, (ii) permits Contractor to defend or reasonably settle same, and (iii) gives Contractor all reasonable assistance to enable Contractor to do so.

ARTICLE VIII - NOTICES

Whenever any notice is required or authorized to be given hereunder, such notice shall be given in writing and sent by certified mail, return receipt requested. Any such notice shall be addressed as follows:

Hill Phoenix, Inc.,
 Legal Department
 2016 Gees Mill Rd NE
 Conyers, GA 30013
 Attention: Legal Counsel

ARTICLE IX - ADDITIONAL PROVISIONS

a) No modification of this Agreement shall be valid unless in writing and signed by each of the parties hereto.

b) Neither this Agreement nor any interest hereunder shall be assignable by either party unless such assignment is mutually agreed to in writing by the parties hereto; provided however, that Customer may assign this Agreement to any corporation with which Customer may merge or consolidate or to which Customer may assign substantially all of its assets or that portion of its business to which this Agreement pertains without obtaining the agreement of Contractor.

c) This Agreement shall be governed by the laws of the State of Arizona, excluding its conflict of law provision.

ARTICLE X- COMMERCIAL REFRIGERATION PARTS

a) From time to time, Contractor may sell and supply commercial refrigeration parts ("Parts") to Customer in connection with the Services or on a standalone basis. All Parts are sold subject to these Terms and Conditions.

b) Prices for Parts are as quoted or, if not quoted, at Contractor's then-current list prices. Payment for Parts is due in accordance with the payment terms applicable to the Services, unless otherwise agreed in writing.

- c) Unless otherwise agreed in writing, delivery of Parts shall be FCA Contractor's facility (Incoterms® 2020). Title to and risk of loss for the Parts shall pass to Customer upon delivery to the carrier.
- d) Customer shall inspect all Parts promptly upon delivery. Any claims for shortages, damage, or nonconformity must be made in writing within five (5) days of delivery. Failure to provide timely notice constitutes acceptance of the Parts.
- e) Contractor warrants that, at the time of delivery, the Parts shall be free from material defects in workmanship and materials. To the extent applicable, Contractor shall pass through to Customer any manufacturer warranties provided with the Parts. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- f) Customer's sole and exclusive remedy for breach of the foregoing warranty shall be, at Contractor's option, repair, replacement, or refund of the purchase price of the defective Part. Warranty claims must be submitted in writing within thirty (30) days of discovery of the defect and, in any event, no later than twelve (12) months from delivery.
- g) The warranty does not apply to defects or failures resulting from improper installation, misuse, abuse, neglect, improper maintenance, unauthorized modifications, use outside manufacturer specifications, or normal wear and tear.
- h) Contractor makes no representation or warranty regarding the performance, efficiency, or suitability of the Parts as installed or used in Customer's refrigeration systems, including compatibility with existing equipment, unless expressly agreed in writing.
- i) Parts may not be returned without Contractor's prior written authorization. Authorized returns may be subject to restocking fees and must be returned in unused, original condition.
- j) To the maximum extent permitted by law, Contractor shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, loss of use, or downtime, arising out of or related to the sale or use of the Parts. Contractor's total liability arising from the sale of Parts shall not exceed the purchase price paid for the Parts giving rise to the claim.

ARTICLE XI - ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, understandings and representations.

IN WITNESS WHEREOF, the parties hereto have executed or caused these presents to be executed in duplicate (each of which shall be deemed to be an original).

