

GENERAL TERMS AND CONDITIONS FOR LEASE OF NILFISK PRODUCTS AND PROVISION OF SERVICES:

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 for Lease of Nilfisk Products and Provision of Services ("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 ("Lessee") accepted or executed by Nilfisk; and to all deliveries of products for lease purposes made available by Nilfisk ("Lease Product"), or services performed by Nilfisk including parts used for the service delivery ("Services") to any Lessee.

1.2. Construction

If Customer has entered into a separate written agreement covering the purchase of Lease 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.

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

2.1. Quote acceptance and Order Submission

A Lessee 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 rent the Lease Products and/or receive certain Services subject to these Terms. Lessee 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 Lease Products and/or Services are delivered to Lessee (in whole or in part).

2.3. Agreement

Upon Lessee'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 - which together constitutes the "Lease Agreement". Any terms specified in the Quote or the Order Confirmation shall prevail over these Terms in case of a conflict. Upon Lessee's acceptance of a Quote or Nilfisk's acceptance of an Order, Nilfisk will supply to Lessee the Lease Products and/or provide the Services specified in the said Quote or Order.

THE FOLLOWING SECTIONS 3-17 SPECIFICALLY APPLY TO THE LEASE OF NILFISK LEASE PRODUCTS AS WELL AS SECTIONS 26-32 BELOW:

3. LEASE PERIOD, TERMINATION.

3.1. The lease period is set out in the Quote/Order ("Term"), and unless otherwise agreed in the Quote/Order, the Lease Agreement is non-cancellable by both parties for the first 12 months.

3.2. Thereafter, the Lease Agreement may be terminated either i) by mutual agreement, or ii) with a minimum of 60 days written notice by Lessee to the end of a month.

However, in case of early termination a Termination Fee shall apply. The Termination Fee is calculated as a percentage of the remaining Lease Fee on the termination date to be paid for the remaining lease period as stated in the Quote or Order. The Termination Fee is shown below:

Remaining months of the Lease Agreement	1-6	7-12	13-24	25-36	37-48
Percentage of the Lease Fee for the remaining lease period (%)	50%	30%	20%	15%	10%

(For example, termination in the 24th month of a 36-month Lease Agreement would result in a Termination Fee equal to 30% of the total Lease Fees for the remaining 12 months.)

3.3. The Lease Agreement may be terminated if the other party materially breaches its obligations under the Lease Agreement and/or these Terms does not remedy the breach within 30 days of receiving a request from the other party to do so.

3.4. The Lease Agreement can be terminated by Nilfisk immediately in case the Lessee becomes bankrupt, has a receiving order against him, makes an arrangement with his creditors, takes, or suffers any similar action as a result of debt, as well as in case of a transfer and/or merger of the Lessee's business, shares, or similar actions, or in case the Lessee passes away.

3.5. This Agreement may be terminated by Nilfisk for convenience with sixty (60) days written notice to the Lessee.

4. DELIVERY.

4.1. Nilfisk shall deliver the Lease Product to the Lessee at the delivery address agreed by the parties in the Quote/Order on the day the Lease Agreement commences. Nilfisk shall determine the delivery method.

4.2. If delivery takes place later than stated in the Quote/Order, the lease period and due dates mentioned in the Quote/Order shall be amended in accordance with the date the Lease Product is delivered to Lessee.

4.3. The Lessee shall not be entitled to cancel the Lease Agreement due to late delivery.

4.4. The Lessee may not raise claims of any kind against Nilfisk in connection with delayed delivery of the Lease Products.

4.5. It is the Lessee's responsibility to take the necessary measures at its own expense to receive the Lease Product at the time when the Lease Product is made available by Nilfisk.

4.6. Upon delivery of the Lease Products, the Lessee shall immediately (but no later than ten (10) days from the date of delivery) inspect the Lease Products in a thorough and proper manner or the Lease Products will be deemed irrevocably accepted and such claims for defects will be deemed waived. The Lessee shall immediately notify Nilfisk in writing of any defects or deficiencies in the Lease Products, and where a defect was not apparent on reasonable inspection, Lessee shall notify Nilfisk within a reasonable time after discovery of the defect, but in no event later than ten (10) days after the discovery. Lease.

5. LEASE FEES.

5.1. As consideration for the use of the Lease Product and the Services provided, if any, the Lessee shall pay a lease fee as stated in the Quote/Order ("Lease Fee").

5.2. The first Lease Fee must be paid and received by Nilfisk no later than on the day of the start of the lease period stated in the Quote/Order.

5.3. If the beginning of the lease period is not fixed for the first day of a month, a proportional lease charge shall be paid for this period. This means that from the date of delivery until the last day of the month in question, Lessee shall pay one-thirtieth (1/30) of the monthly fixed Lease Fee per day. This special charge, the initial charge, is charged separately. Thereafter, unless otherwise agreed, the Lease Fee shall be paid quarterly in advance by the Lessee and must be received by Nilfisk no later than the first day of each new quarter.

5.4. Nilfisk is entitled to change the Lease Fee, e.g. due to, but not limited to, changes in public taxes, contributions, raw materials, changes in the current interest rate level compared to

the interest rate level at the conclusion of the Lease Agreement, changes in the consumer price index, etc.

5.5. In addition to the Lease Fee, VAT, if applicable, shall be paid at the rate applicable from time to time.

5.6. The Lease Fee stated in the Quote or Order is subject to a "regular usage" policy, meaning that if Nilfisk identifies potential excessive use on one or multiple Lease Products listed in the Quote or Order, the root cause will be attempted identified in collaboration with the Lessee. 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/Order or instruction books, manuals and similar material relating to the Lease Product, excessive costs, or if the environment in which the Lease Product is operated is of a harsh nature (e.g. high dust environment, extreme temperatures such as in cold stores, or abrasive surfaces such as non-slip flooring, or the like).

5.7. In case of Excessive Use Nilfisk reserves the right to terminate the Agreement in accordance with these Terms or charge the Lessee an amount for such Excessive Use to be determined in Nilfisk's sole discretion.

5.8. Services and components not covered by the Lease Charges will be charged separately by Nilfisk..

5.9. Payment terms and payment of any interest in case of late payments of invoices are specified in the Quote or Order. If no interest rate is stated it shall be the statutory rate. Lessee may not withhold amounts due to Nilfisk on the grounds of delay, defects, damage, destruction or loss of the Lease Product.

5.10. 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.

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

6. TITLE AND OWNERSHIP.

6.1. Nilfisk has the title and right of ownership of the Lease Product. The Lessee is not entitled to sell, pledge, lease or make other similar dispositions over the Lease Product at any time.

6.2. The Lessee shall not remove or damage any special markings on the Lease Product that serve to identify them, such as manufacturing marks and numbers. Nilfisk shall be entitled to demand that a mark be affixed to the Lease Product indicating that the Lease Product belongs to Nilfisk. Such marks may not be removed or damaged.

6.3. Nilfisk's right of ownership also includes equipment that is incorporated into or replaces parts of the Lease Product.

7. RIGHT OF USE.

7.1. This Lease Agreement gives the Lessee the right to use the Lease Product in its business activities in accordance with the general use of the equipment in accordance with the instruction books, manuals and similar material relating to the Lease Product. The regulations in the Lease Agreement, instruction books, manuals and similar material relating to the Lease Product must always be followed and observed by Lessee.

7.2. Lessee shall comply with all public and private rules and regulations applicable to the use of the Lease Product, including safety and environmental requirements. Lessee is furthermore obliged to obtain all required public or private authorizations, permits and approvals in connection with the possession or use of the Lease Product to the extent required.

7.3. Lessee may not claim against Nilfisk that the necessary authorization, permission or approval cannot be obtained, or that the use of the Lease Product is interrupted or restricted by public or private regulations.

7.4. The Lease Product may not be replaced, altered or converted in any way without Nilfisk's written consent.

7.5. Lessee may not transfer the use of the Lease Product to a third party unless otherwise agreed in writing with Nilfisk.

7.6. The Lease Product may not be incorporated into buildings or other movable property in such a way that Nilfisk's ownership rights are lost.

8. INSTALLATION SITE.

8.1. The Lease Product shall remain at the location specified in the Quote/Order and may not be moved without Nilfisk's prior written consent, unless otherwise expressly provided or agreed.

9. MAINTENANCE.

9.1. The Lessee is obliged to maintain the Lease Product at its own expense so that they are at all times in good and usable condition and do not deteriorate beyond normal wear and tear.

9.2. During maintenance, the Lessee shall strictly comply with the instructions given, including instructions in instruction books, manuals and similar material relating to the Lease Product.

9.3. All repairs and service shall be carried out by Nilfisk or by a service provider approved in writing by Nilfisk.

9.4. When maintaining the Lease Product, no changes or alterations may be made by Lessee.

9.5. Failure to comply with this Section 9 shall be deemed a breach.

10. DAMAGE, DESTRUCTION AND LOSS.

10.1. The Lessee shall be obliged to take care of the Lease Product and shall bear the risk of any damage, deterioration, destruction or loss of the Lease Product, regardless of whether this is due to an unforeseeable, accidental event. Lessee is therefore not exempt from paying the Lease Fee etc. in these cases in accordance with the Lease Agreement.

10.2. In the event of damage, destruction or loss of the Lease Product, Lessee shall be obliged to immediately notify Nilfisk. Lessee shall pay for repair or replacement accordingly in Nilfisk's sole discretion.

11. INSURANCE.

11.1. Lessee is obliged to keep the Lease Product insured against damage, destruction, theft, fire, loss, etc. Lessee shall insure the Lease Product for its full replacement value. Lessee is also obliged to have insurance covering personal injury or damage to property caused by the Lessee's use of the Lease Product. Nilfisk is entitled to request the Lessee to submit documentation that the aforementioned insurance coverage is obtained.

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12. CHANGE OF ADDRESS ETC.

12.1. All inquiries to the Lessee can be made at the address, e-mail or similar specified in the Lease Agreement. Changes must be notified to Nilfisk in writing.

12.2. If the Lessee is several persons or companies, Nilfisk may send notices to only one of the users with binding effect for all of them.

13. RETURN.

13.1. When the Lease Agreement ends, is terminated or canceled, Lessee shall immediately return the Lease Product to Nilfisk at Lessee's sole expense. The return shall take place at no expense to Nilfisk at a place specified by Nilfisk. When the return requires dismantling, Lessee shall take care of this at its own expense. If this is not done, Nilfisk shall be entitled to dismantle and move the Lease Product at the Lessee's sole expense and risk.

13.2. After return, Nilfisk may inspect the Lease Product for any damage, poor maintenance or deterioration above normal wear and tear in accordance with Nilfisk's guidelines at any time after return. The aforementioned guidelines can be provided to the Lessee upon request.

14. NON-PAYMENT.

14.1. In the event of late payment of the Lease Fee or other amounts due under the Lease Agreement, Nilfisk is entitled to demand a reminder fee and charge interest for late payment as determined in Nilfisk's sole discretion. Furthermore, Nilfisk is obliged to pay all costs in connection with the collection of Nilfisk claims.

15. DEFAULT.

15.1. Nilfisk may terminate the Lease Agreement without notice if Lessee materially breaches its obligations under the Lease Agreement, including, but not limited to, Lessee:

- 17.1.1. Fails to pay the Lease Fee or other amounts due (including insurance premiums) on time,
- 17.1.2. Uses the Lease Product in violation of the regulations, manuals and instructions applicable to such use, or in violation of the intended use of the Lease Product or in violation of the law, and otherwise does not comply with its obligations under these Terms.

16. DATA TERMS.

16.1. If the Lease Product is an autonomous product or otherwise connected and thus capable of sending and receiving electronic data, Lessee, by signing the Lease Agreement, hereby accepts the data terms applicable to the relevant product type, which data terms are available on this page: <http://nilfisk.com/global/legal/data-terms> and which are hereby incorporated into and form part of these Terms by reference.

(See more on the following page)

THE FOLLOWING SECTIONS 18 - 25 SPECIFICALLY APPLY TO THE SERVICES PROVIDED BY NILFISK TO THE LEASE PRODUCT AS WELL AS SECTIONS 26-32 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 18, 19, 21, and 22 in these Terms or as otherwise agreed with Nilfisk in writing.

Service Visit a visit, either physical or remotely as decided by Nilfisk and as further described in Section 18, 19, 21, and 22 in these Terms as the case may be.

17. MAINTENANCE SERVICE

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

17.2. Ahead of a physical Maintenance Service Visit, Nilfisk will contact the Lessee to schedule the Service Visit.

17.3. Nilfisk undertakes to technically check the Lease 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.

17.4. 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 5.6 below will be billed at the then-applicable rates and prices.

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

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

18. REPAIR SERVICE

18.1. Repair Service is defined as a Service Visit performed due to a breakdown or other issues with the Lease Product, which are not caused by the Lessee's "Excessive Use" (as defined below), misuse and/or abuse of the Lease Product, and where the Lessee calls Nilfisk stating such breakdown and/or issue, and whereby Nilfisk schedules a Repair Service Visit to address the issue.

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

18.3. Repair and replacement of components during Repair Service Visits will be performed at the sole discretion of the Nilfisk Technician (e.g. also by enabling the Lessee to repair the Lease Product itself with remote support from the Nilfisk Technician).

19. SERVICE COVERAGE SPECIFICATIONS

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

19.2. 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 business days, and does not include weekends or local holidays, unless otherwise specifically agreed with Nilfisk in writing.

19.3. 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.

19.4. Component categorization is defined as the following:

21.6.1 Spare parts are integral parts of the Lease Product, e.g. motors, valves, pumps, control boards and handles.

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

21.6.3 Consumables are components requiring regular replacement or top-ups due to normal wear and tear, e.g. hoses, cables, oil; parts with direct floor contact such as, but not limited to, brushes, squeegee blades, brooms, pads and any other parts Nilfisk determines to be consumables in its sole discretion.

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

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

19.6. 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 Lease Product for which the Lessee is responsible.

19.7. 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.

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

19.9. Coverage of batteries and chargers depends on the agreed Services as stated in the Quote or Order. One (1) set of batteries shall be replaced during the Term by Nilfisk. If a Nilfisk Technician decides in their sole discretion any additional battery set needs to be replaced during the Term, Customer shall be responsible and liable for all costs associated with such replacement. In any event, the Lessee is required to perform correct maintenance, top-ups, top-offs and charging cycles as per the instructions in the user manual for the Lease Product. Nilfisk reserves the right to consult a third-party battery specialist to examine damaged batteries if deemed necessary.

19.10. All spare parts, maintenance and components shall be included as Services in this Lease Agreement. This Lease Agreement shall not include consumables as Services.

19.11. 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.

20. AUTONOMOUS SERVICES AND LIMITED SOFTWARE LICENSE

20.1. If the Lease Product leased by Lessee is an autonomous and/or connected product Lessee receive a limited license to use the autonomous technology solely for operation of the Lease 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 Lessee's wholly-owned subsidiaries for purposes of using the Lease Product), non-sublicensable, and non-exclusive. The license shall be granted

for the lease period (subject to early termination of this Agreement as set forth below) and in the country where the Lease Product was delivered. The license confers no title or ownership in any software or Lease Product and should not be construed as a sale of any rights in any software or Lease Product. All other rights not specifically granted under this Agreement shall be retained by Nilfisk or Nilfisk's autonomous development partners. Lessee agrees that Nilfisk and/or its autonomous development partners own all legal right, title, and interest in the software and the Lease Product. Lessee 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 Lease Product or software or any part of the Lease 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 Lessee uses the Lease Product.

21. OTHER SERVICES

21.1. Deployment Services

- 23.1.1 Deployment Services is defined as a Service Visit where Nilfisk introduces a Lease Product in the Lessee's environment as well as the setup, mapping, creation of a cleaning schedule and cleaning areas and training of the operators of the Lease Product at the Lessee.
- 23.1.2 The Lessee is responsible for all necessary installations such as, but not limited to water, electricity etc. required for the Lease Product, which shall be available and working prior to the Deployment Service Visit.
- 23.1.3 In case the Lessee is not available to receive the relevant Deployment Services at the agreed time Nilfisk may charge the Lessee for such unavailability and for the reperformance of the Deployment Services by an hourly rate.

22. LESSEE OBLIGATIONS – SERVICE VISITS

- 22.1. The Lessee is responsible for making sure that Nilfisk has access to the Lease 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.
- 22.2. Nilfisk will charge the Lessee for any extra labor or travel incurred in case of inability to access the Lease Product at the agreed upon location, date, and time.
- 22.3. During Service Visits the Lessee is responsible for ensuring that the Services can be performed in a safe location.
- 22.4. The Lessee 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 Lessee's responsibility to provide the necessary safety measures and items for the Nilfisk Technician, and pay all costs related to this.
- 22.5. The Lessee is responsible for informing Nilfisk in due time regarding changes in location of any of the Lease Products in the Quote or Order. Discounts given based on the Lease Product locations will be changed accordingly.

23. LESSEE OBLIGATIONS – USAGE AND DAILY MAINTENANCE

- 23.1. The Lessee is responsible for carrying out daily and weekly maintenance and checks on the Lease Product, including but not limited to, top-ups of oils, lubricants, coolants, and liquids as detailed in the Lease Product user manual.
- 23.2. The Lessee shall perform daily and periodical controls and top-up of batteries respecting the batteries charging cycles as defined in the Lease Product user manual.

23.3. The Lessee 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 Lease Product user manual.

23.4. The Lessee shall not carry out modifications or adjustments to the Lease Product or allow third parties to carry out maintenance or repairs without the prior written consent from Nilfisk. Nilfisk is not obliged to perform Services under this Agreement without Nilfisk having provided the acceptance.

23.5. The Lessee has the responsibility to notify Nilfisk as soon as the Lessee becomes aware of an anomaly in the operation of the Lease 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 Lease Product user manual and usage levels as set out in the Quote or Order, or the like.

24. TERM AND TERMINATION

- 24.1. The Services shall be provided for the lease period.
- 24.2. Customer shall be responsible and reimburse Nilfisk for any damage due to lack of proper maintenance and/or repair costs from misuse, excessive use or neglect to the Lease Product. Nilfisk, in its sole discretion, determines is required after the Term ends or this Agreement is terminated due to failure of Customer to perform its obligations under this Agreement, Excessive Use, neglect or misuse/abuse of the Lease Product. "Excessive Use" refers to usage levels above what is stated in the Lease Product manual or if the environment in which the Lease Product is operated is of a harsh nature (e.g. high dust environment, extreme temperatures such as in cold stores, or abrasive surfaces such as non-slip flooring, or the like).
- 24.3. In addition to any other rights under this Agreement and under applicable law, Nilfisk retains the right to take all necessary steps to recover the LEASE PRODUCT, including, but not limited to, entering the Lessee's premises for the purpose of recovering possession of the LEASE PRODUCT in the event Lessee breaches its obligations under this Lease Agreement or this Lease Agreement is terminated in accordance with this Agreement. Lessee waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Nilfisk in retaking the LEASE PRODUCT. The Lessee grants to Nilfisk an irrevocable license to do so without liability for trespass or any resulting damage.

(See more on the following page)

THE FOLLOWING SECTIONS APPLY BOTH FOR LEASE PRODUCTS AND/OR SERVICES PROVIDED:

25. NO WARRANTY

The Lease Product is provided on an "as is" basis without any express or implied warranty, guarantee or representation. The representations and warranties of Nilfisk pursuant to this Agreement shall constitute an exhaustive list of Nilfisk's representations and warranties. Accordingly, Nilfisk provides no other representations or warranties, whether expressed or implied, including without limitation, no warranty on fit for purpose or merchantability.

26. LIMITATION OF LIABILITY

26.1. NILFISK'S AGGREGATE LIABILITY RELATING TO OR ARISING OUT OF THE LEASE AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSEE'S MONTHLY LEASE FEE X 12.

26.2. EXCEPT THAT THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY INDEMNITY PROVIDED UNDER THIS LEASE AGREEMENT, OR FOR ANY DAMAGES OR LOSS CAUSED BY NILFISK OR ITS LEASE PRODUCTS AND/OR SERVICES AND ARISING OUT OF ANY CAUSE FOR WHICH LIABILITY CANNOT BE LIMITED OR EXCLUDED ACCORDING TO APPLICABLE, MANDATORY LAW.

26.3. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY AS A RESULT OF THIS LEASE 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 OR DAMAGES, EXCEPT THAT THE EXCLUSIONS IN THIS SECTION 26.3 SHALL NOT APPLY TO ANY LIABILITY WHICH CANNOT BE EXCLUDED ACCORDING TO APPLICABLE MANDATORY LAW.

27. INDEMNIFICATION

Subject to the limitations in these Terms, Nilfisk shall indemnify and hold Lessee harmless for any losses, damages, liabilities, judgments, costs, fines and expenses of any kind or nature (including reasonable attorney's fees) (collectively "Losses") to the extent such Losses arise out of (i) any death, bodily injury, or property damage to the extent directly caused by a defect in the Lease Product and/or Services; (ii) actual infringement of any patent, trademark, copyright, and other similar registered intellectual property right or restriction, resulting from the intended use or sale of the Lease Product and/or Service; (iii) breach of confidentiality; or (iv) any other cause for which liability cannot be limited or excluded according to applicable, mandatory law.

Lessee shall indemnify and hold Nilfisk harmless for any and all Losses to the extent such Losses arise out of property damage, bodily injury, death or infringement of intellectual property rights caused by: (i) Lessee's breach of any provision in this Agreement; (ii) Lessee's negligence or wrongful acts or omissions; (iii) breach of confidentiality; or (iv) Lessee's modification of any Lease 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 Lease Products or Services supplied to Lessee by Nilfisk.

28. 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 Lessee or its representative receives from Nilfisk or its representative incidental to or in connection with the Agreement (collectively, "Confidential Information"). Lessee 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 Lease Products and/or the provision of Services under the Agreement.

29. NO REVERSE ENGINEERING

Customer agrees that it will not reverse engineer the Lease Product or any part of the Lease Product, will not access any software embedded in the Lease Product, and will not use wi-fi or any other means to extract any data or information from the Lease Product. Furthermore, Customer may not modify or in any way change the Lease Product, whether in its presentation, packaging or any other way.

30. COMPLIANCE

30.1. 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 Lessee may instead comply with its own code of conduct if such Lessee code of conduct does not deviate significantly from Nilfisk's Business Code of Conduct.

30.2. Lessee shall not export, reexport, supply or tranship Lease 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 Lease Products and/or goods to Belarus, Iran, North Korea, Russia, Syria the Ukraine territories of Crimea, Donetsk, Kerch, Luhansk or Sevastopol. If Lessee can stop such export, reexport, supply or tranship Lessee must do so. Any breach of this Section is a material breach and will entitle Nilfisk to be indemnified in accordance with Section 27.

31. FORCE MAJEURE

Nilfisk shall not be in breach of the Lease 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 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.

32. MISCELLANEOUS

32.1. 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.

32.2. 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.

32.3. Surviving Obligations

Sections 6 (Title and Ownership), 17 (Data Terms), 26 (Limitation of Liability), 27 (Indemnification), 28 (Confidentiality), and 32 (Governing Law and Dispute Resolution) shall survive the termination of the Lease Agreement, these Terms or any Quote or Order.

32.4. No Oral Modification

The Lease Agreement may not be modified except by written agreement.

32.5. Entire Agreement

The Lease Agreement constitutes the entire agreement between Lessee and the Nilfisk entity supplying the Lease Products and/or Services as part of the Lease Agreement, 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 Lessee's general terms and conditions of purchase regardless of whether or when Lessee submitted its purchase order or such terms. Nilfisk may modify and amend these Terms from time to time, providing advance written notice to Lessee of any modification or amendment.

32.6. No Partnership/Agency

Nilfisk and Lessee 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.

33. 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 internal laws (excluding the laws of conflicts) of Minnesota, and each party irrevocably agrees that the courts of Minnesota 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. Lessee expressly agrees to such choice of law and venue. The UN Convention of Agreements for the International Sale of Goods