

1 Applicable Terms

These terms govern the sale of Products and Services by NORTEK S.A. (from now on designated as NORTEK). Whether these terms are included in an offer or an acceptance by NORTEK, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on NORTEK. NORTEK failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.

2 Pricing and Payments

The prices shall be: (a) as stated in NORTEK's proposal or, if none are stated, (b) NORTEK's standard prices in effect at the time of release for shipment. In the event of a price increase or decrease, the price of Products and Services on order shall be adjusted to reflect such increase or decrease. This does not apply to a shipment held by request of Buyer. Products already shipped are not subject to price increase or decrease.

Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to NORTEK's invoices or to discountable items if there are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.

2.1 Payment

Unless otherwise stated, all payments shall be net 30 days from invoice date payable in EURO. By accepting these standard conditions of sale, the Buyer authorizes NORTEK to issue bank receipts to the bank account that the Buyer determines.

2.2 Credit Approval

All orders are subject to credit approval by NORTEK. The amount of credit or terms of payment may be changed or credit withdrawn by NORTEK at any time for any reason without advance notice. NORTEK may, in its discretion, withhold further manufacture, shipment or service; require immediate cash payments for past and future shipments or services; or require other security satisfactory to NORTEK before further manufacture, shipment or service is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.

2.3 Installment shipment

If these terms require or authorize delivery of Products in separate shipments or Services in phases to be separately accepted by Buyer, Buyer may only refuse such portion of such shipment or service phase that fails to comply with the requirements of these terms. Buyer may not refuse to receive any lot or portion of hereunder for failure of any other lot or portion of a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Buyer shall pay for each lot in accordance with the terms hereof. Payment shall be made for the Products or Services without regard to whether Buyer has made or may make any inspection of the Products and/or Services. Products held by the buyer are at Buyer's sole risk and expense.

2.4 Taxes, Shipping, Packing, Handling

Except to the extent expressly stated in these terms, NORTEK's prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product or the Service, and Buyer shall pay such amounts or reimburse NORTEK for any amounts NORTEK pays.

If Buyer claims a tax or other exemption or direct payment permit, it shall provide NORTEK with a valid exemption certificate or permit and indemnify, defend and hold NORTEK harmless from any taxes, costs and penalties arising out of same.

NORTEK's prices include the costs of its standard domestic packing only. Any deviation from this standard packing (domestic or export) shall result in extra charges. To determine such extra charges, consult NORTEK's sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyer's account.

Orders of less than € 100.00 are subject to a € 25.00 handling fee.

2.5 Finance charge

Buyer agrees to pay Finance Charges on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date each invoice is due and payable at an Annual Percentage Rate of Twenty Percent (20%), or the highest applicable and lawful rate on such unpaid balance; whichever is lower.

2.6 Dispute Invoice

In the event Buyer disputes any portion or all of an invoice, it shall notify NORTEK in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and Finance Charge on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to NORTEK.

2.7 Collection

Upon Buyer's default of these terms, NORTEK may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Products or Services delivered. If any unpaid balance is referred for collection, Buyer agrees to pay NORTEK, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by NORTEK, and any Finance Charges accrued on any unpaid balance owed by Buyer.

2.8 Ownership

Buyer hereby acknowledges that NORTEK remains the only owner of the product until full payment has been received by NORTEK.

3 Delivery, Title, Risk of Loss

Products shall be delivered "ex-works" EXW NORTEK point of shipment with title to the Product and risk of loss or damage for the Product passing to the Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. NORTEK may take partial shipments. Shipping dates are approximate only and

NORTEK shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's Buyers if NORTEK fails to meet the specified delivery schedule. A 5% handling charge will be added to the price for all Product furnished from a local branch.

4 Deferment and Cancellation

Buyer shall have no deferment rights and Buyer shall be liable for cancellation charges, which shall include without limitation: (a) payment of the total cost of the Product if it cannot be sold otherwise; (b) payment of any loss or damage caused to NORTEK, such as, consequential or otherwise damages, loss of other orders or such other direct costs incurred by NORTEK as a result of such cancellation; (c) payment of any and all loss or damage; (d) payment of cancellation fees and charges and price increases.

5 Force Majeure and Delays

If NORTEK suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays carriers, failure of normal sources of supply, or act of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. NORTEK will give to Buyer notice within a reasonable time after NORTEK becomes aware of any such delay.

6 Buyer's Requirements

Timely performance by NORTEK is contingent upon Buyer's supplying to NORTEK all required technical information and data, including drawing approvals, and all required commercial documentation.

Written approval by the buyer of the order's technical documentation will be required before any performance by NORTEK. Approval by the Buyer will be submitted to NORTEK within 10 days of the delivery of the technical documentation. Buyer hereby acknowledges that failure to timely meet such requirement would allow NORTEK to opt, in its sole discretion, to: (a) defer the start of production until reception of Buyer's written approval of the order's technical documentation or (b) manufacture the requested product according to the technical documentation provided, excluding therefore any possible claim by the buyer.

Additionally, buyer hereby acknowledges that NORTEK reserves the right to decide at all times the type, characteristics, quality and origin of all the materials needed for the manufacture of its products.

7 Limited Warranty

7.1 Limited Product Warranty Statements

For each Product or Service purchased from NORTEK or an authorized reseller, NORTEK makes the following limited warranties: (a) the Product is free from defects in material and workmanship, (b) the Product or Service materially conforms to NORTEK's specifications that are attached to, or expressly incorporated by reference into, these terms, and (c) at the time of delivery, NORTEK has title of the

Product free and clear of liens and encumbrances (collectively, the "Limited Warranties"). Warranties with respect to software which may be furnished by NORTEK as part of the Product, if any, are expressly set forth elsewhere in these terms. The Limited Warranties set forth herein do not apply to any software furnished by NORTEK. If software is furnished by NORTEK, then the attached Software License/Warranty Addendum shall apply.

7.2 Conditions to the Limited Warranties

The Limited Warranties are conditioned on: (a) Buyer storing, installing, operating and maintaining the Product in accordance with NORTEK's instructions, (b) no repairs, modifications or alterations being made to the Product other than by NORTEK or its authorized representatives, (c) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms, (d) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product, (e) Buyer providing prompt written notice of any warranty claims within the warranty period described below, (f) at NORTEK's discretion, Buyer either removing and shipping the Product or non-conforming part therefore to NORTEK, at Buyer's expense, or Buyer granting NORTEK access to the Products at all reasonable times and locations to assess the warranty claims, and (g) Buyer not being in default of any payment obligations to NORTEK under these terms.

7.3 Exclusions from Limited Warranty Coverage

The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by NORTEK or not bearing its nameplate. To the extent permitted, NORTEK hereby assigns any warranties made to NORTEK for such equipment. NORTEK shall have no liability to Buyer under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranty and is provide to Buyer "as is" with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as filter elements, wear parts, fuses, light of any kind, etc.

7.4 Limited Warranty Period

Buyer shall have 12 months from the delivery of the product to provide NORTEK with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited warranties have been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided NORTEK with notice of a breach of the Limited Warranties.

7.5 Remedies for breach of Limited Warranty

Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to NORTEK's choice of repair or replacement of the Product, or non-conforming parts thereof, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product shall be limited to the remainder of the original warranty period. Unless otherwise agreed to in writing by NORTEK, (a) Buyer shall be responsible for any labor required to gain access to the Product so that NORTEK can assess the available remedies and (b) Buyer shall be responsible for all costs of installation of repaired or replaced Products. All exchanged Products replaced under this Limited Warranty will become the property of NORTEK.

All exchanged Products will be replaced under the same delivery conditions as those of the Products originally supplied.

7.6 Transferability

The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product. The limited warranties set forth in this section are NORTEK's sole and exclusive warranties and are subject to the limits of liability set forth in section 8 below. NORTEK makes no other warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, course of dealing and usage of trade.

8 Limitation of Liability

Neither NORTEK, nor its suppliers, shall be liable, whether in contract, warranty, failure of a remedy to achieve its intended or essential purposes, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue, savings or profit, or for costs of capital or of substitute use or performance, or for indirect, special, liquidated, punitive, exemplary, collateral, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by buyer for damages of buyer's Buyers. NORTEK maximum liability under this contract shall be the actual purchase price received by NORTEK for the product at issue. Buyer agrees that the exclusions and limitations set forth in this article are separate and independent from any remedies which buyer may have hereunder and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed or their essential purpose. These limitations of liability are effective even if NORTEK has been advised by the Buyer of the possibility of such damages.

9 Industrial Property

The Buyer acknowledges that NORTEK and its licensors are the exclusive owners of the copyrights, trademarks, patents, design rights, know-how, trade secrets, names of companies or commercial activity, domain names and related registration rights, and of any other right of intellectual or industrial property and its modifications, of all the Products –registered or not–, documents, materials and works that NORTEK provides or creates for the Buyer in relation to this Agreement.

The Buyer cannot perform any action that in any way harms any right –registered or not– of industrial and intellectual property held by NORTEK, among them and, without limitation, all those expressed in this Clause, independently of the object on which they relate (for example, Brands, Software, hardware, any documentation related to one and/or other, etc.). Among the harmful actions prohibited by this Agreement are, without limitation, the following: (a) copy, allow to be copied, decompile, assign or sublicense, reverse engineer, modify, disassemble, put on the Internet, publish, decode, expand, and adapt or reduce the Software to source code or another language of low level, the Intellectual and Industrial Property of NORTEK (b) register or try to register rights that compete with the Intellectual and Industrial Property of NORTEK; (c) delete or manipulate the ownership notes present in the Intellectual and Industrial Property of NORTEK; (d) undertake or carry out actions that undermine the value of the registered trademarks included in the Intellectual and Industrial Property of NORTEK, or (e) use the Products in violation of current legislation.

The Buyer is obliged to notify NORTEK of any infraction or indication or suspicion of infringement of the Marks and the rights –registered or not– that fall on the Products and/or, in general, of any other right –registered or not– of industrial or intellectual property that may be related to the Products. The Buyer is obliged to assist and collaborate with NORTEK in the development of those actions that may be necessary to protect those rights.

Nothing contained in this Agreement can be construed as that the Buyer receives any license or right with respect to industrial or intellectual property rights –whether registered or not– inherent in the

Products manufactured or sold by NORTEK. All these rights are the exclusive property of NORTEK and/or, as the case may be, of its suppliers and/or its licensors.

All the information received by the Buyer in relation to these rights is considered Confidential Information and is subject to compliance with the obligations and responsibility that, for this type of information, is foreseen in this Agreement. It is expressly agreed that all industrial and/or intellectual property of the developments, works, reports, studies, discoveries, concepts, ideas, knowledge, techniques, designs, drawings, drafts, diagrams, models, as well as the result thereof, that the Buyer makes, including (without limitation) all the material that is generated, in any type of support, in relation to the Products and/or Services of the Agreement, will belong exclusively to the latter or, as the case may be, to the People that the latter could designate. Therefore, the Buyer shall not hold or exercise any right over any part of the work performed within the framework of this Supply Contract with NORTEK, including (but not limited to) all the material that is generated, in any type of support.

All development of engineering works, reports, studies, discoveries, concepts, ideas, knowledge, techniques, designs, drawings, drafts, diagrams, models, as well as the result thereof, will belong exclusively to NORTEK. Buyer is only allowed to use them for products supplied by NORTEK, and in no case for products developed or supplied by a third party other than NORTEK.

10 Patents and Copyrights

NORTEK warrants that the Product's concept is designed by NORTEK and that NORTEK owns the rights to sell it and/or commercialize it.

In case a patented design from any other supplier is similar and there is a point of controversy about the original idea, patent or concept, NORTEK will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any Spain patent or copyright, if NORTEK is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. NORTEK will pay the damages and costs awarded in any suit or proceeding so defended. NORTEK will not be responsible for any settlement of such suit or proceeding made without its prior consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the Buyer is enjoined, NORTEK will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing.

NORTEK will have no duty or obligation to Buyer under this article to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused NORTEK to deviate from its normal course of performance, (b) modified by Buyer or its contractors after delivery, (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination, a suit or proceeding is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against NORTEK, Buyer shall protect NORTEK in the same manner and to the same extent that NORTEK has agreed to protect Buyer under the provisions of the Section above.

In the event of a dispute over the intellectual property of components incorporated into NORTEK's products but supplied by third parties, the Buyer must refer to the patents and rights of said third parties, for which NORTEK will provide its collaboration at all times.

This article is an exclusive statement of all the duties of the parties relating to patents and copyrights, and direct or contributory patent or copyright and of all the remedies of buyer relating to any claims, suits, or proceedings involving patents and copyrights.

11 Permission for Limited Communication

Buyer authorizes NORTEK to briefly inform, whether on its website or through other advertising vehicles, about Buyer's projects in which NORTEK will be participating as a supplier of Products and/or Services. Such authorization is granted for mere communication purposes (the dissemination and promotion of NORTEK's products and services) and may be revoked in whole or in part by Buyer.

The authorization granted is subject to the legal limits and requirements to be met by NORTEK in terms of confidentiality, including Spanish legislation on Data Protection and any other applicable regulations.

This authorization does not include: (a) Buyer's logotype, as well as any other inherent parts of its corporate identity, such as colors, typographies, isotypes, etc.; (b) images that are property of Buyer or that could identify it or its products; and (c) the contract value and any other economic features of the contract, none of which shall be used by NORTEK in any external communication.

12 Compliance with Laws

Buyer agrees to comply with all applicable laws and regulations to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.

13 Changes in Work

NORTEK shall not implement any changes in the scope of work unless Buyer and NORTEK agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any changes to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle NORTEK to an equitable adjustment in the price and any time of performance.

14 Non-waiver of Default

Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, NORTEK may decline to make further shipments. If NORTEK elects to continue to make shipments, NORTEK's actions shall not constitute a waiver of any default by Buyer or in any way affect NORTEK's legal remedies for any such default. Any waiver of NORTEK to require strict compliance with the provisions of this contract shall be in writing and any failure of NORTEK to require such strict compliance shall not be deemed a waiver of NORTEK's rights to insist upon strict compliance thereafter.

15 Final Written Agreement and Modification of Terms

These terms, together with any quotation, purchase order or acknowledgement issued or signed by NORTEK, comprise the complete and exclusive agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by NORTEK. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

16 Severability

If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not, in any way, be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable laws.

17 Assignment

Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior consent of the other; provided however that NORTEK may assign its rights and obligations under these terms to its affiliates and NORTEK may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.

18 Applicable law and jurisdiction

These terms are govern and construed in accordance with the laws of Spain, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

Any dispute arising from the products of services provided by Seller shall be governed in all respects by the laws of Spain. Buyer hereby accepts the Saragossa courts as the exclusive jurisdiction to resolve any disputes arising hereunder. Buyer shall be deemed to accept these terms by placing an order with NORTEK. If Buyer is accepting these terms on behalf of another person or a company or other legal entity, Buyer represents and warrants that it has full authority to bind that person, company or entity to these terms.

19 Export compliance

Buyer acknowledges that NORTEK is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Products provided under the Contract, including any export license requirements. Buyer agrees that such Products shall not, at any time, directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performances by NORTEK of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. Buyer agrees to indemnify and hold NORTEK harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable export laws and regulations.