

REFINITIV

# DELTA REPORT

## 10-K

NVT - NVENT ELECTRIC PLC

10-K - DECEMBER 31, 2024 COMPARED TO 10-K - DECEMBER 31, 2023

The following comparison report has been automatically generated

TOTAL DELTAS 3893

█ CHANGES 448

█ DELETIONS 1690

█ ADDITIONS 1755

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
**FORM 10-K**

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended **December 31, 2023** **December 31, 2024**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number 001-38265



**nVent Electric plc**

(Exact name of Registrant as specified in its charter)

Ireland

**98-1391970**

(State or other jurisdiction of  
incorporation or organization)

(I.R.S. Employer  
Identification number) No.)

**The Mille, 1000 Great West Road, 8th Floor (East), London, TW8 9DW, United Kingdom**

(Address of principal executive offices)

**Registrant's telephone number, including area code: 44-20-3966-0279**

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading symbol	Symbol(s)	Name of each exchange on which registered
Ordinary Shares, nominal value \$0.01 per share	NVT		New York Stock Exchange

**Securities registered pursuant to Section 12(g) of the Act: None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (**§ 232.405 of this chapter**) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company.

See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company  Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

Aggregate market value of voting and non-voting common equity held by non-affiliates of the Registrant, based on the closing price of **\$51.67** **\$76.61** per share as reported on the New York Stock Exchange on **June 30, 2023** **June 28, 2024** (the last business day of Registrant's most recently completed second quarter): **\$8,452,601,074**, **\$12,611,244,553**.

The number of shares outstanding of Registrant's only class of common stock on **December 31, 2023** **December 31, 2024** was **165,069,204**, **165,022,146**.

**DOCUMENTS INCORPORATED BY REFERENCE**

Parts of the Registrant's definitive proxy statement for its annual general meeting to be held on **May 17, 2024** **May 16, 2025**, are incorporated by reference in this Form 10-K in response to Part III, ITEM 10, 11, 12, 13 and 14.

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**nVent Electric plc**  
**Annual Report on Form 10-K**  
**For the Year Ended December 31, 2023** **December 31, 2024**

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## PART I

### ITEM 1. BUSINESS

#### COMPANY OVERVIEW

nVent Electric plc is a leading global provider of systems protections and electrical connection and protection solutions. We believe our inventive electrical solutions enable safer systems and ensure a more secure world. We connect and protect with inventive electrical solutions. some of the world's most critical systems to make them safer, more efficient and resilient. We design, manufacture, market, install and service high performance products and solutions that are helping to build a more sustainable and electrified world. We have a comprehensive portfolio of cable management, control buildings, cooling solutions both liquid and air, electrical connections, enclosures, electrical fastening solutions equipment protection, power connections and thermal power management solutions, and we are recognized globally for quality, reliability and innovation.

Our broad range of products and solutions support industrial, infrastructure, commercial and residential, infrastructure, and energy applications around the world. Our solutions help our customers improve energy efficiency, ensure resiliency and protection, increase customer productivity, design for extended lifespan and serviceability, enhance safety and contribute to more sustainable operations.

At nVent, we operate across two segments: Enclosures and Electrical & Fastening Solutions. In the first quarter of 2025, we will be renaming our Enclosures segment to Systems Protection, and our Electrical & Fastening Solutions segment to Electrical Connections.

Our portfolio of premier, industry-leading brands, some of which have a history spanning over 100 years, includes nVent CADDY, ERICO, GARDNER BENDER, HOFFMAN, ILSCO, RAYCHEM, SCHROFF and TRACER. TRACHT.

Unless the context otherwise indicates, references herein to "nVent," the "Company," and such words as "we," "us," and "our" include nVent Electric plc and its consolidated subsidiaries. Our principal office is in London, United Kingdom and our management office in the United States ("U.S.") is in Minneapolis, Minnesota. The Company was incorporated in Ireland on May 30, 2017. Although our jurisdiction of organization is Ireland, we manage our affairs so that we are centrally managed and controlled in the United Kingdom (the "U.K.") and have our tax residency in the U.K.

#### HISTORY AND DEVELOPMENT

On April 30, 2018, Pentair plc ("Pentair") completed the separation of its Water business and its Electrical business into two independent, publicly-traded companies (the "separation"). To effect the separation, Pentair distributed to its shareholders one ordinary share of nVent for every ordinary share of Pentair held as of the record date of April 17, 2018. As a result of the distribution, nVent became an independent publicly-traded company and began trading under the symbol "NVT" on the New York Stock Exchange on May 1, 2018.

Our roots within Pentair trace back to the acquisition of Federal-Hoffman Corporation in 1988, which included the nVent HOFFMAN enclosures brand. From that starting point, we have grown both organically and via acquisition acquisitions. Our Enclosures business first applied lean principles within the organization in the 1990s, leveraging its culture of customer service and operational excellence. In 2012, Pentair merged with Tyco International Ltd.'s Flow Control division, which included our Thermal Management business and the nVent RAYCHEM brand, a global leader in heat tracing solutions. In 2015, Pentair acquired ERICO Global Company, a leading global manufacturer of superior engineered electrical and fastening products, which operates as our Electrical & Fastening Solutions business, broadening our product offering and enabling us to provide additional global solutions to our combined customers.

Since the separation, our business strategy has included acquisitions and making investments that complement our existing business. In 2023, as part of our Electrical & Fastening Solutions reporting segment, we completed the acquisition of ECM Investors, LLC, the parent of ECM Industries, LLC ("ECM Industries"), for approximately \$1.1 billion in cash, subject to customary adjustments. cash. ECM Industries is a leading provider of high-value electrical connectors, tools and test instruments and cable management.

In 2024, we completed the acquisition of the Trachte, LLC ("Trachte") as part of our Enclosures reporting segment, for approximately \$687.5 million in cash. Trachte is a leading manufacturer of engineered control building solutions designed to protect critical infrastructure assets.

On July 31, 2024, we entered into a definitive agreement to sell our Thermal Management business to BCP VI Summit Holdings LP (assignee of BCP Acquisitions LLC), an affiliate of funds managed by Brookfield Asset Management, for a purchase price of \$1.7 billion in cash, subject to certain customary purchase price adjustments. The Thermal Management business was previously disclosed as a stand-alone reporting segment, and is now presented as a discontinued operations in our Consolidated Financial Statements for all periods presented. On January 30, 2025, we completed the sale of the Thermal Management business.

We are "One nVent", with a unified focus on commercial excellence, digital transformation, scaled and integrated technology, and global presence and capabilities. As we continue scaling our capabilities under our umbrella brand of nVent, we expect to expand our products and solutions and to continue to differentiate our company by creating solutions that solve problems for our customers.

Our Spark management system defines how we operate. The five elements of Spark are People, Growth, Lean, Digital and Velocity. Together, they provide the mindset and operating system to propel the success of our company. Spark supports the high performance culture we are building at nVent.

- **People** are at the core of Spark, positively impacting our business and growing their careers.
- **Growth** is the foundation of Spark, driving shareholder, customer and employee value.
- **Lean** is the relentless pursuit of eliminating waste and increasing velocity.
- **Digital** transforms our products and how we do business, improving both customer and employee experiences.
- **Velocity** is increasing speed in all we do for each other and our customers.

## BUSINESS AND PRODUCTS

**At nVent, we operate across three segments: Enclosures, Electrical & Fastening Solutions and Thermal Management. Our products and solutions are used in a wide range of verticals, including, Industrial, Commercial & Residential, Infrastructure and Energy. The following is a brief description of each of the Company's reportable segments and business activities.**

### **Enclosures**

Our Enclosures business provides innovative solutions to help protect electronics, **systems** and data in mission critical applications, including data **solutions, centers**, that improve **reliability, resiliency** and energy efficiency.

We are an enclosures and **liquid cooling** leader in the U.S. and globally. We believe that trends like **industrial automation, electrification, sustainability** and digitalization, including increased use of artificial intelligence, are helping to drive the need for our products. Our standard and custom protective enclosures, cooling solutions, **both liquid and air, control buildings** and power distribution solutions help **manage power and protect operating environments** for mission critical applications.

Our solutions help make systems more resilient, helping avoid downtime. We sell globally but serve locally with **local, regional** manufacturing and **regional supply chains**. **We offer digital and automation solutions, easy system integrations and global service**. Our solutions are **deployed, used by panel builders, hyperscalers, utilities, original equipment manufacturers, panel builders and directly by other end users across key verticals, including large cloud service providers, contractors**.

Our Enclosures brands include nVent HOFFMAN, nVent SCHROFF and SCHROFF, nVent TRACHTE.

### **Electrical & Fastening Solutions**

Our Electrical & Fastening Solutions business provides innovative solutions that connect **and protect** in power and data infrastructure. Our offerings enhance end-user safety, reduce installation time and provide resiliency for critical systems.

We are a leading global **electrical and fastening solutions** provider known for **industry, our application expertise and innovation, innovative labor saving solutions**. Our **cable management, electrical connections and solutions, and power connections** **fastening solutions, cable management solutions, grounding** help make electrical systems safe, efficient and **bonding systems, tools and test instruments** help provide efficiencies to contractors and provide **resiliency for critical systems, resilient**.

**We have deep application expertise across our products and verticals we serve.** Our products and solutions are primarily used by contractors, electrical utilities, electricians **lightening protection installers** and panel builders.

Our Electrical & Fastening Solutions brands include nVent CADDY, nVent ERICO GARDNER BENDER and ILSCO.

### **Thermal Management**

Our Thermal Management business provides mission critical heat management solutions that protect people and assets and enhance process efficiency and performance. Our offerings help ensure critical safety, maximize uptime and deliver lower total cost of ownership.

We are a global leader in thermal management solutions with a large installed base. For industrial and energy, our products and solutions include **heat tracing for freeze protection and process temperature maintenance and temperature control**. For commercial, residential and infrastructure, we provide products such as pipe freeze protection, surface deicing, hot water temperature maintenance, floor heating, fire rated wiring and leak detection.

**We offer services and advanced engineering tools to complement our solutions, and our design and after-sales services help to extend the lifespan of our products. These services include auditing heat trace systems, connected controls, remote monitoring and annual service programs. Our products and solutions are primarily deployed by building owners, facility managers, operators and other end users across key verticals.**

Our Thermal Management brands include nVent RAYCHEM and TRACER.

ILSCO.

### **Competition**

The markets for our products and services are geographically diverse and highly competitive. We compete against large and well-established national and global companies, as well as regional and local companies and lower-cost manufacturers. Some of our competitors, in particular smaller companies, attempt to compete based primarily on price, localized expertise and local relationships. The number and size of competitors vary considerably depending on the product line.

Our success depends on a variety of factors, including technical expertise, reputation for quality and reliability, timeliness of delivery, new product innovation, previous installation history, contractual terms and price. As many of our products sell through electrical distributors, retail contractors and original equipment manufacturers, our success also depends on building and partnering with a strong channel and distribution network.

#### **Seasonality**

We generally experience increased demand for Electrical & Fastening Solutions products during the spring and summer months in the Northern Hemisphere and increased demand for Thermal Management products and services during the fall and winter months in the Northern Hemisphere.

#### **Backlog of Orders by Segment**

	December 31
<i>In millions</i>	<b>December 31</b>
<i>In millions</i>	<b>December 31</b>
<i>In millions</i>	<b>December 31</b>
Enclosures	December 31
Enclosures	December 31
Enclosures	December 31
Electrical & Fastening Solutions	December 31
Electrical & Fastening Solutions	December 31
Electrical & Fastening Solutions	December 31
Thermal Management	December 31
Thermal Management	December 31
Thermal Management	December 31
Total	December 31
Total	December 31
Total	December 31

A substantial portion majority of our revenues result from orders received and products delivered in the same month. Our backlog typically has a short manufacturing cycle month and products generally ship within 90 days of the date on which a customer places an order. However, a growing portion of our backlog, particularly from orders for major capital projects, in the infrastructure vertical, has a longer design and manufacturing process, and can take more than one year depending on the size and type of order. We record as part of our backlog all orders from external customers, which represent firm commitments, and are supported by a purchase order or other legitimate contract. The increase in backlog from 2023 to 2024 was primarily the result of the acquisition of Trachte, LLC. We expect the majority of our backlog at December 31, 2023 December 31, 2024 will be shipped in 2024. 2025.

#### **Raw materials**

The principal materials we use in manufacturing our products are mild steel, stainless steel, electronic components, plastics (resins, fiberglass, epoxies), copper, aluminum and paint (powder and liquid). In addition to the purchase of raw materials, we purchase some finished goods for distribution through our sales channels.

We purchase the materials we use in various manufacturing processes on the open market and the majority is available through multiple sources which are in adequate supply. We have certain long-term commitments, principally price commitments, for the purchase of various component parts and raw materials and believe that it is unlikely that any of these agreements would be terminated prematurely. Alternate sources of supply at competitive prices are available for most materials for which long-term commitments exist and we believe that the termination of any of these commitments would not have a material adverse effect on our financial position, results of operations or cash flows.

See Item 1A, Risk Factors, in this Form 10-K for additional information on risks related to supply chain and inflation.

### **Intellectual property**

Patents, non-compete agreements, proprietary technologies, customer relationships, trademarks, trade names and brand names are important to our business. However, we do not regard our business as being materially dependent upon any single patent, non-compete agreement, proprietary technology, customer relationship, trademark, trade name or brand name.

Patents, patent applications and license agreements will expire or terminate over time by operation of law, in accordance with their terms or otherwise. We do not expect the termination of patents, patent applications or license agreements to have a material adverse effect on our financial position, results of operations or cash flows.

### **Captive insurance subsidiary**

We insure certain general and product liability, property, workers' compensation and automobile liability risks through our regulated wholly-owned captive insurance subsidiary, Tonka Bay Insurance Company ("Tonka Bay"). Reserves for policy claims are established based on actuarial projections of ultimate losses. Accruals are established with respect to liabilities insured by third parties, such as liabilities arising from acquired businesses, pre-Tonka Bay liabilities and those of certain non-U.S. operations.

Matters pertaining to Tonka Bay are discussed in ITEM 3, included in this Form 10-K.

### **HUMAN CAPITAL MATTERS**

As of December 31, 2023 December 31, 2024, we employed approximately 11,300 12,100 people worldwide, of which approximately 35% 39% are located in the U.S. Outside the U.S., we have employees in certain countries that are represented by an employee representative organization, such as a union, works council or employee association.

#### **Inclusion and Diversity**

We are an equitable, inclusive and diverse company. We believe that the unique contributions of individuals with varying backgrounds and experiences will benefit our businesses. Guided by our Win Right values, we are committed to creating a workplace culture where everyone is included and respected. We believe that the unique contributions of individuals with varying backgrounds and experiences will benefit our businesses. Our Code of Conduct outlines our commitment to equal opportunity and fair treatment for all.

Our leaders actively support and encourage employee development and engagement, including through our CEO Inclusion Council and our Inclusion & Diversity Advisory Council. These councils promote inclusion across all dimensions of diversity.

We currently have nine Employee Resource Groups ("ERGs") designed to create opportunities for development while assisting in meeting business objectives. All ERGs are employee-led and employee-driven and open to all nVent employees. They provide a support system to foster awareness, inclusion and respect. In 2023, 2024, our ERG membership grew to over 1,600 1,900 members.

All executive officers manage diversity action plans for their respective business segments and functions. These action plans are aligned with our public-facing goals and highlight focused efforts on improving human capital metrics, engagement, and awareness of inclusion and diversity initiatives.

The following sets forth information regarding the diversity of our workforce as of December 31, 2023 December 31, 2024, including the Thermal Management business, but excluding businesses we acquired in 2023, 2024 and direct field labor employees representing workers with contractual agreements for short-term labor:

	Percent of executive leadership <sup>(1)</sup>
Racially diverse <sup>(2)</sup>	Percent of executive leadership <sup>(1)</sup>
Racially diverse <sup>(2)</sup>	Percent of executive leadership <sup>(1)</sup>
Racially diverse <sup>(2)</sup>	Percent of executive leadership <sup>(1)</sup>
Women <sup>(3)</sup>	Percent of executive leadership <sup>(1)</sup>
Women <sup>(3)</sup>	Percent of executive leadership <sup>(1)</sup>
Women <sup>(3)</sup>	Percent of executive leadership <sup>(1)</sup>

<sup>(1)</sup> Our executive leadership is defined as the Chief Executive Officer and the direct reports of the Chief Executive Officer that are officers of nVent. Leadership Team.

<sup>(2)</sup> Data for U.S. employee population only.

<sup>(3)</sup> Global data.

Our Supplier Diversity Program promotes engagement, growth and innovation through diverse business relationships. We have trained our supply teams on the importance of supplier diversity and providing them the tools to seek and include diverse suppliers in our competitive sourcing.

### **Compensation and Benefits**

We strive to offer our employees across the world comprehensive benefit programs that reflect the market practices in their country of employment. We participate in and review remuneration surveys from leading, independent consultants for all of our countries so that we have the information to set competitive wages and salaries.

We are dedicated to providing equitable compensation as a commitment to our people. By focusing on equitable pay, we enhance our ability to grow, retain and motivate diverse employees on our team. We believe diverse teams drive innovation, connection and growth for our employees.

As part of this commitment to our people, we conduct pay parity reviews of our compensation. The goal of these reviews is to ensure internal pay alignment and equitable treatment for employees, as well as providing competitive and performance-based pay.

#### ***Environmental, Social and Governance ("ESG") Scorecard***

A portion of our annual incentive compensation plan for management employees consists of an ESG Scorecard that is intended to align with our ESG goals reported in our 2022 ESG Report. The scorecard focuses on five quantitative metrics to help drive year-over-year improvement in the following categories:

- Inclusion Index score from our employee engagement survey and two employee pulse surveys
- Diverse candidate slates
- Global gender representation for our professional and management populations
- U.S. racial representation for our professional and management populations
- Reduction in Scope 1 and Scope 2 CO<sub>2</sub> emissions

Additional details on our ESG Scorecard will be provided in our annual Proxy Statement for our 2024 annual general meeting of shareholders.

#### ***Employee Engagement and Development***

We believe it is important to hear from our employees to learn about what we are doing well and where we can become stronger. In 2023, we invited all employees (including employees from stronger through regular employee engagement surveys. Since 2018, our two acquisitions in 2023, ECM Industries and TEXA Industries) to participate in our fourth full Employee Engagement Survey. Our participation employee response rate was 81%, exceeding the benchmark has increased by six 20 points, and we received comments from 39% of respondents. We have achieved a six 6 point increase in our employee engagement score since our first survey in 2018. score.

All of our people leaders were required to share survey results with their teams and develop action plans to address specific areas of improvement. In addition, throughout 2023, 2024, we conducted two three pulse surveys with questions focused on our Inclusion Index and employee satisfaction. Results from each of the pulse surveys were shared with people leaders, who were encouraged to discuss results and potential improvement areas with their teams. As part of our annual goal planning process, all of our people leaders were assigned a people leader goal focused on engaging and developing their employees. Action items in the people leader goal included: completing all performance processes including goal setting, mid-year, and annual reviews; creating an action plan from the 2023 2024 employee engagement survey results; focusing on our safety-first approach; ensuring new employees complete nVent culture training; driving diverse slates within the interviewing process; and helping to ensure the completion of all ethics and compliance trainings.

#### ***We are also focused on the well-being of our employees. Well-being***

Career development was identified as an area of focus following our 2022 Employee Engagement Survey. Since then, 2023 engagement survey, and we have introduced a number of programs to support and enhance employee well-being including:

- Employee Assistance Programs ("EAPs") in all of our global locations. Our EAPs provides free, confidential resources worldwide to employees or their household family members who may be experiencing personal difficulties and need help navigating through them.
- Employee Relief Fund, providing opportunities for employees to support each other during difficult times. The fund provides financial assistance to eligible employees worldwide who experience an unforeseen disaster or hardship and allows all nVent employees to support their coworkers through donations to the fund. The fund operates through donations from nVent and individual employees. Employee donations are eligible for matching through our nVent in Action program.
- Caregiving Program in the U.S., providing back-up care for children, elders and pets along with a paid caregiver leave for immediate family member care.
- Musculoskeletal Support Program, in the U.S. offering personalized physical therapy from prevention to pre- and post-surgery support.

We continued our efforts to develop our people throughout 2023, 2024. We offered senior level employees the opportunity to participate in McKinsey's Connected Leadership Academies; our mid-career managers the ability to participate in the Management Accelerator programs; and our early career,

individual contributors the opportunity to participate in Leadership Essentials. We focus on developing our employees through Continuous Conversation development discussions between employees and people leaders. We provide development opportunities for employees to learn through interactions with other leaders in our enterprise-wide and senior level mentorship programs. We also offer a rotational program for early career hires to grow in their careers. We continue to grow our employees in their capabilities to lead through change and transition. Lastly, we are continuing to digitalize and standardize our performance process for our global hourly production employees so that our leaders continue to regularly engage with their employees to discuss performance, development and career aspirations.

#### **Code of Conduct Training**

We launched a web version of In 2024, our Code of Business Conduct in December 2023 for employees on our intranet site. This interactive version includes videos and animations to make it easier for employees to access resources and navigate the Code of Conduct. In 2023, our Code of Conduct Ethics training was offered in 12 different languages to employees in 35 countries. Topics included Sexual Harassment, Bribery, Cybersecurity, Modern Slavery and a module on Ethical Leadership tailored for people leaders. In 2023, 100% of professional employees completed the training. Additionally, we launched role-based training, in the areas including topics such as safety, safeguarding company assets, conflict of Bribery, Kickbacks, Gifts & Hospitality, Conflicts of Interest, Data Privacy interest, gifts and Cybersecurity. hospitality, anti-corruption, unconscious bias and age discrimination. In 2023, 2024, we trained 90% 97% of our offline, factory team members globally on our Code of Conduct.

We provide multiple ways for employees offer a number of resources to ask for help report concerns, including a confidential helpline, website, text messaging support and report misconduct and illegal or unethical behavior, including doing so anonymously. A Helpline is available on our website (www.nventethics.com) and is available 24/7 and accessible in over 200 languages, dedicated email inbox. We are committed to investigating and responding to reported concerns. nVent prohibits prohibit any form of retaliation against anyone who raises reporting in good faith and take all reported concerns or makes good-faith reports regarding possible breaches of law, policy or ethical violations seriously.

#### **Workplace Health and Safety**

The safety and well-being of our employees is our top priority. We are committed to maintaining a healthy and safe work environment and preventing workplace injuries. We utilize use a safety model based on three pillars: management commitment, employee engagement, controlled hazards and employee engagement.

We monitor and track health and safety data, including employee injuries, environmental releases and regulatory inspections. Additionally, we assess the Environmental, Health and Safety ("EHS") maturity of our locations by measuring progress against nVent's EHS Lean Assessment and Standards and region-specific regulatory compliance evaluations, as well as nVent's employee driven risk notification program. Results are reviewed monthly to reduce recordable injury rates and to drive improvement within our EHS programs. Globally, we have adopted guidelines from the Occupational Safety and Health Administration ("OSHA") in the United States to determine recordable injuries. management commitment.

We have achieved strong participation in safety committees and behavior-based safety activities, and we empower employees to actively identify areas for improvement and solutions. We actively encourage employees to report all incidents so that we can identify opportunities to improve before significant events occur.

We have established a strong detailed list of safety track record through standards, hold sites accountable to those standards and continuously look for ways to improve and comply with relevant regulations and expectations.

Our managers invest in continuous improvement, lead by example, communicate openly, lead safety initiatives, build trust within teams and consistently model the right safety behavior to create an environment where employee engagement, behavior based safety and proactive risk management. is prioritized.

#### **AVAILABLE INFORMATION**

We make available free of charge (other than an investor's own Internet access charges) through our Internet website (<http://www.nvent.com>) our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and if applicable, amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission ("SEC"). Reports of beneficial ownership filed by our directors and executive officers pursuant to Section 16(a) of the Exchange Act are also available on our website. We are not including the information contained on our website as part of, or incorporating it by reference into, this Annual Report on Form 10-K.

#### **ITEM 1A. RISK FACTORS**

You should carefully consider all of the information in this document and the following risk factors before making an investment decision regarding our securities. Any of the following risks could materially and adversely affect our business, financial condition, results of operations, cash flows and the actual outcome of matters as to which forward-looking statement statements are made in this document.

## Risks Relating to Our Business

### **General global economic and business conditions affect demand for our products.**

We compete in various geographic regions and product markets around the world. Among these, the most significant are global industrial, infrastructure and commercial and residential infrastructure and energy markets. We expect to experience fluctuations in revenues and results of operations due to economic and business cycles. Important factors for our business and the businesses of our customers include the overall strength of the global economy and our customers' confidence in the economy, industrial and governmental capital spending, the strength of infrastructure and commercial and residential infrastructure markets, unemployment rates, availability of commercial financing, interest rates, inflation rates, and energy and commodity prices. Recessions, economic downturns, inflation, slowing economic growth and social and political instability in the industries and/or markets where we compete could negatively affect our revenues and financial performance in future periods, result in future restructuring charges, and adversely impact our ability to grow or sustain our business. Macroeconomic and political instability caused by global supply chain disruptions, inflation and the strengthening of the U.S. dollar could adversely impact our results of operations. In addition, military conflicts and their impact on economies may adversely impact our results of operations. The businesses of many of our industrial customers are to varying degrees cyclical and have experienced periodic downturns. In addition, demand

for a portion of our products and services depends upon the level of capital expenditure by companies in the energy industry, which depends, in part, on prices of oil and gas, which are volatile and declines in such prices may result in suspensions or delays in large capital projects within the energy sector. While we attempt to minimize our exposure to economic or market fluctuations by serving a balanced mix of end markets and geographic regions, any of the above factors, individually or in the aggregate, or a significant or sustained downturn in a specific end market or geographic region could reduce demand for our products and services, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

### **We compete in attractive markets with a high level of competition, which may result in pressure on our profit margins and limit our ability to maintain or increase the market share of our products.**

The markets for our products and services are geographically diverse and highly competitive. We compete against large and well-established national and global companies, as well as regional and local companies and lower-cost manufacturers. Competition may also result from new entrants into the markets we serve offering products and/or services that compete with ours. We compete based on technical expertise, reputation for quality and reliability, timeliness of delivery, previous installation history, contractual terms and price. Some of our competitors attempt to compete based primarily on price, localized expertise and local relationships. In addition, economic downturns could adversely affect pricing as market participants compete more aggressively on price. If we are unable to continue to differentiate our products, services and solutions, or if our pricing is adversely impacted or we incur additional costs to remain competitive, it could have a material adverse effect on our business, financial condition, results of operations and cash flows.

### **Our future growth is dependent upon our ability to adapt our products, services and organization to meet the demands of local markets in both developed and emerging economies and by developing or acquiring new technologies that achieve market acceptance with acceptable margins.**

We operate in global markets that are characterized by customer demand that is often global in scope but localized in delivery. We compete with thousands of smaller regional and local companies that may be positioned to offer products produced at lower cost than ours, or to capitalize on highly localized relationships. Also, in several emerging markets potential customers prefer local suppliers, in some cases because of existing relationships and in other cases because of local legal restrictions or incentives that favor local businesses. In addition, we need to be flexible to adapt our products to ever changing customer preferences, including those relating to regulatory, climate change and social responsibility matters. Accordingly, our future success depends upon a number of factors, including our ability to adapt our products, services, organization, workforce and sales strategies to fit localities throughout the world, particularly in high-growth emerging markets; identify emerging technological and other trends in our target end markets; and develop or acquire competitive products and services and bring them to market quickly and cost-effectively. The failure to effectively adapt our products or services could have a material adverse effect on our business, financial condition, results of operations and cash flows.

### **We may not be able to identify, finance and complete suitable acquisitions and investments, and any completed acquisitions and investments could be unsuccessful or consume significant resources.**

Our business strategy includes acquiring businesses and making investments that complement our existing business. We expect to analyze and evaluate the acquisition of strategic businesses or product lines with the potential to extend or strengthen our industry position or enhance our existing set of product and service offerings. We may not be able to identify suitable acquisition candidates, obtain financing or have sufficient cash necessary for acquisitions or successfully complete acquisitions in the future. Acquisitions and investments may involve significant cash expenditures, debt incurrences, equity issuances, operating losses and expenses. Acquisitions involve numerous other risks, including:

- diversion of management time and attention from daily operations;
- difficulties integrating acquired businesses, technologies and personnel into our business;
- difficulties in obtaining and verifying the financial statements and other business information of acquired businesses;
- inability to obtain required regulatory approvals;

- potential loss of key employees, key contractual relationships or key customers of acquired companies or of ours;
- assumption of the liabilities and exposure to unforeseen liabilities of acquired companies; and
- dilution of interests of holders of nVent ordinary shares through the issuance of equity securities or equity-linked securities.

It may be difficult for us to complete transactions quickly and to integrate acquired operations efficiently into our business operations. Any acquisitions or investments may not be successful and may ultimately result in impairment charges and have a material adverse effect on our business, financial condition, results of operations and cash flows.

***We may not achieve some or all of the expected benefits of our business initiatives.***

During 2023 2024 and 2022, 2023, we continued execution of certain business restructuring initiatives aimed at reducing our fixed cost structure and realigning our business. In order to align our resources with our growth strategies, operate more efficiently and control costs, we may periodically announce future restructuring plans, which may include workforce reductions, global plant closures and consolidations, asset impairments and other cost reduction initiatives. As these plans and actions are complex, we may not be able to achieve the operating efficiencies to reduce costs or realize benefits that were anticipated in connection with these initiatives. If we are unable to execute these initiatives as planned, we may not realize all or any of the anticipated benefits, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

***We may experience material cost and other inflation.***

In 2023 2024 and 2022, 2023, we experienced inflationary increases of raw materials, logistics and labor costs due to availability constraints and high demand. We strive for productivity improvements and implement increases in selling prices to help mitigate cost increases in raw materials, freight, energy, wage and other costs such as pension, health care and insurance. We continue to implement operational initiatives in order to mitigate the impact of this inflation and continuously reduce our costs. However, these actions may not be successful in managing our costs or increasing our productivity. Continued cost inflation or failure of our initiatives to increase prices, generate cost savings or improve productivity could have a material adverse effect on our business, financial condition, results of operations and cash flows.

***A disruption in the availability, price or quality of products or materials that we manufacture and source from various countries throughout the world could have a material adverse effect on our results of operations.***

Our business is subject to risks associated with global manufacturing and sourcing. We use a variety of raw materials in the production of our products including steel, electronic components, plastics, copper, aluminum and paints. We also purchase certain electronic components, electrical and packaging materials from a number of suppliers. During 2022, we experienced inflationary increases of raw materials, logistics, labor and energy costs, and supply chain challenges, including increased lead times due to availability constraints and high demand. During 2023, supply chain challenges moderated, but we continued to experience inflationary increases, primarily related to labor costs. Although we regularly monitor the financial health and operations of companies in our supply chain, and use alternative suppliers when necessary and available, supply chain constraints could cause a disruption in our ability to obtain raw materials or components required to manufacture our products and adversely affect our operations. Significant shortages in the availability of these materials or price increases could increase our operating costs and adversely impact the competitive positions of our products. We rely on materials, components and finished goods that are sourced from or manufactured in locations outside the U.S., including Mexico, China and other countries, and these countries may experience political or trade instability, which could disrupt our supply of products or materials. We rely on our suppliers to produce high quality materials, components and finished goods according to our specifications. Although we have quality control procedures in place, there is a risk that products may not meet our specifications which could impact our ability to ship quality products to our customers on a timely basis.

***Our backlog may fluctuate and material amounts of cancellations or reductions of orders or a failure to deliver our backlog on time could affect our future sales.***

Our backlog is comprised of the portion of firm signed purchase orders or other written contractual commitments received from customers that we have not recognized as revenue. Backlog may increase or decrease based on the addition of large multi-year projects and their subsequent completion. Backlog may also be favorably or unfavorably affected by foreign currency rate fluctuations. The dollar amount of backlog as of December 31, 2023 December 31, 2024 was \$639.1 million \$749.3 million. The timing of our recognition of revenue out of our backlog is subject to a variety of factors that may cause delays, many of which, including fluctuations in our customers' delivery schedules, are beyond our control. Such delays may lead to significant fluctuations in results of operations from quarter to quarter, making it difficult to predict our financial performance on a quarterly basis. Further, while we have historically experienced few order cancellations and the amount of order cancellations has not been material compared to our total contract volume, if we were to experience a significant amount of cancellations or reductions in purchase orders, it would reduce our backlog and, consequently, our future sales and could have a material adverse effect on our business, financial condition, results of operations and cash flows.

***Our future revenue depends in part on our ability to bid and win new contracts.***

Our future revenue and overall results of operations require us to successfully bid on new contracts and, in particular, contracts for large greenfield projects, which are frequently subject to competitive bidding processes. Our revenue from major projects depends in part on the level of capital expenditures in some of our principal end markets, including particularly in the energy, chemical processing infrastructure vertical, which includes our data

solutions and power generation industries, utilities businesses. The number of such projects we win in any year fluctuates, and is dependent upon the number of projects available and our ability to bid successfully for such projects. Contract proposals and negotiations are complex and frequently involve a lengthy bidding and selection process, which is affected by a number of factors, such as competitive position, market conditions, financing arrangements and required governmental approvals. If negative market conditions arise, or if we fail to secure adequate financial arrangements or required governmental approvals, we may not be able to pursue particular projects or win new contracts, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

**We are exposed to political, regulatory, economic and other risks that arise from operating a multinational business.**

Sales outside of the U.S. for the year ended December 31, 2023 December 31, 2024 accounted for approximately 34% 28% of our net sales. Further, our business obtains some products, components and raw materials from non-U.S. suppliers. Accordingly, our business is subject to the political, regulatory, economic and other risks that are inherent in operating in numerous countries. These risks include:

- changes in diplomatic and trade relationships, as well as the imposition of tariffs, sanctions, duties, exchange controls, currency restrictions or other trade restrictions;
- changes in general economic and political conditions in countries where we operate, particularly in emerging markets;
- relatively more severe economic conditions in some international markets than in the U.S.;
- the difficulty of enforcing agreements and collecting receivables through non-U.S. legal systems;
- the difficulty of communicating and monitoring standards and directives across our global facilities;
- the difficulty of ensuring that our products, services and supply chains meet ever-changing regional regulations and requirements;
- trade protection measures and import or export licensing requirements and restrictions;
- the possibility of terrorist action or military conflict affecting us, our operations, supply chains or end-markets or economies generally;
- the threat of nationalization and expropriation;
- difficulty in staffing and managing widespread operations in non-U.S. labor markets;
- changes in tax treaties, laws or rulings that could have a material adverse impact on our effective tax rate;
- limitations on repatriation of earnings;
- the difficulty of protecting intellectual property in non-U.S. countries; and
- changes in and required compliance with a variety of non-U.S. laws and regulations.

Our success depends in part on our ability to anticipate and effectively manage these and other risks. We cannot assure you that these and other factors will not have a material adverse effect on our international operations or on our business as a whole.

***Our dependence on subcontractors and third party suppliers and manufacturers with respect to projects could have a material adverse effect on us.***

We often rely on third party subcontractors as well as third party suppliers and manufacturers to complete projects. To the extent that we cannot engage subcontractors or acquire supplies or materials from third parties for these projects, our ability to complete a project in a timely fashion or at a profit may be impaired. If the amount we are required to pay for these goods and services exceeds the amount we have estimated in bidding for fixed-price contracts, we could experience losses on these contracts. In addition, if a subcontractor, supplier or manufacturer is unable to deliver its services or materials according to the negotiated contract terms for any reason, including the deterioration of its financial condition or over-commitment of its resources, we may be required to purchase the services or materials from another source at a higher price. This may reduce the profit to be realized or result in a loss on a project for which the services or materials were needed.

***Intellectual property challenges may hinder our ability to develop, engineer and market our products.***

Patents, non-compete agreements, proprietary technologies, customer relationships, trademarks, trade names and brand names are important to our business. Intellectual property protection, however, may not preclude competitors from developing products similar to ours or from challenging our names or products. Our pending patent applications, and our pending copyright and trademark registration applications, may not be allowed or competitors may challenge the validity or scope of our patents, copyrights or trademarks. In addition, our patents, copyrights, trademarks and other intellectual property rights may not provide us a significant competitive advantage. Furthermore, participants in our markets may use challenges to intellectual property as a means to compete. Patent and trademark challenges increase our costs to develop, engineer and market our products. We may need to spend significant resources monitoring our intellectual property rights and we may or may not be able to detect infringement by third parties. If we fail to successfully enforce our intellectual property rights or register new patents, our competitive position could suffer, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

**We have significant goodwill and intangible assets and future impairment of our goodwill and intangible assets could have a material adverse effect on our results of operations.**

We test goodwill and other indefinite-lived intangible assets for impairment on at least an annual basis, and more frequently if circumstances warrant, by comparing the estimated fair value of our reporting unit to its respective carrying values on its balance sheets. As of December 31, 2023 December 31, 2024, our goodwill and intangible assets were \$4.1 billion \$3.8 billion and represented 66% 57% of our total assets. Changes in economic and operating conditions impacting the assumptions used in our impairment tests could result in future goodwill and intangible asset impairment expense.

**We may not realize the anticipated benefits of the ECM Industries acquisition and any benefit may take longer to realize than we expect.**

The ECM Industries acquisition involves the integration of ECM Industries' operations with our existing operations, and there are uncertainties inherent in such an integration. We are required to devote significant management attention and resources to integrating ECM Industries' operations. Delays or unexpected difficulties in the integration process could adversely affect our business, financial results and financial condition. Even if we are able to integrate ECM Industries' operations successfully, this integration may not result in the realization of the full benefits of revenue synergies, cost savings and operational efficiencies that we expect, or the achievement of these benefits within a reasonable period of time or at all.

**Risks Relating to Legal, Regulatory and Compliance Matters**

**Changes in U.S. and foreign government administrative policy, including the imposition of or increases in tariffs and changes to existing trade agreements and U.S. government sanctions, could have a material adverse effect on us.**

As a result of changes to U.S. and foreign government administrative policy, there may be changes to existing trade agreements, greater restrictions on free trade generally, the imposition of or significant increases in tariffs on goods imported into the U.S. particularly tariffs on products manufactured in China, Canada and Mexico, and adverse responses by foreign governments to U.S. trade policies, among other possible changes.

In addition, from time The U.S. administration has announced it intends to time, implement or increase tariffs and it remains unclear what the U.S. government has imposed sanctions restricting U.S. companies from conducting business administration or foreign governments will or will not do with specified non-U.S. individuals respect to tariffs or trade agreements and companies. For example, the U.S. government has imposed sanctions through several executive orders and legislation restricting U.S. companies from conducting business with specified Russian and Ukrainian individuals and companies. The sanctions imposed by the U.S. government may be expanded in the future policies. A trade war, other governmental action related to restrict tariffs or further restrict us from engaging with customers or vendors. If we are unable to conduct business with new or existing customers or vendors or pursue business opportunities in Russia or Ukraine, it could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Changes trade agreements, changes in U.S. social, political, regulatory and economic conditions or in laws and policies governing foreign trade, manufacturing, development and investment in the territories and countries where we currently purchase, manufacture and sell products, and any resulting negative sentiments towards the U.S. as a result of such changes, could have a material adverse effect on our business, financial condition, results of operations and cash flows.

**Violations of the U.S. Foreign Corrupt Practices Act and similar anti-corruption laws outside the U.S. or international trade compliance regulations could have a material adverse effect on us.**

The U.S. Foreign Corrupt Practices Act and similar anti-corruption laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to government officials or other persons for the purpose of obtaining or retaining business. We operate in many parts of the world that are recognized as having governmental and commercial corruption and in certain circumstances, strict compliance with anti-bribery laws may conflict with local customs and practices. Because many of our customers and end users are involved in infrastructure construction, and energy production, they are often subject to increased scrutiny by regulators.

Further, our global operations require importing and exporting goods and technology across international borders on a regular basis. Certain of the products we manufacture are "dual use" products, which are products that may have both civil and military applications, or may otherwise be involved in weapons proliferation, and are often subject to more stringent export controls. From time to time, we may obtain or receive information alleging improper activity in connection with imports or exports. Our policies mandate strict compliance with applicable laws and regulations, including those pertaining to anti-corruption, anti-bribery and trade. However, even when we are in strict compliance with law and our policies, we may suffer reputational damage if certain of our products are sold through various intermediaries to entities operating in sanctioned countries. We cannot assure that our internal control policies and procedures will always protect us from reckless or criminal acts committed by our employees or third-party intermediaries. In the event that we believe or have reason to believe that our employees or agents have or may have violated applicable laws, we may be required to investigate or have outside counsel investigate the relevant facts and circumstances, which can be expensive and require significant time and attention from senior management. Violations of these laws may require self-disclosure to governmental agencies and result in criminal or civil sanctions, which could disrupt our business, cause denial of import or export privileges, and result in a material adverse effect on our reputation, business, financial condition, results of operations and cash flows.

**We are exposed to potential environmental laws, liabilities and litigation.**

We are subject to U.S. federal, state, local and non-U.S. laws and regulations governing our environmental practices, public and worker health and safety, and the indoor and outdoor environment. Compliance with these environmental, health and safety regulations could require us to satisfy environmental liabilities, increase the cost of manufacturing our products or otherwise have a material adverse effect on our business, financial condition, results of operations and cash flows. Any violations of these laws by us could cause us to incur unanticipated liabilities. We are also required to comply with various environmental laws and maintain permits, some of which are subject to renewal from time to time, for many of our businesses and we could suffer if we are unable to renew existing permits or to obtain any additional permits that we may require. Compliance with environmental requirements also could require significant operating or capital expenditures or result in significant operational restrictions. We cannot assure you that we have been or will be at all times in compliance with environmental and health and safety laws. If we violate these laws, we could be fined, criminally charged or otherwise sanctioned by regulators.

We have been named as defendant, target or a potentially responsible party ("PRP") in a number of environmental cleanups relating to our current or former businesses. We may be named as a PRP at other sites in the future for existing businesses, as well as both divested and acquired businesses. In addition to clean-up actions brought by governmental authorities, private parties could bring personal injury or other claims due to the presence of, or exposure to, hazardous substances. Certain environmental laws impose liability on current or previous owners or operators of real property for the cost of removal or remediation of hazardous substances at their properties or at properties at which they have disposed of hazardous substances. The cost of clean-up and other environmental liabilities can be difficult to accurately predict. In addition, environmental requirements change and tend to become more stringent over time. Our eventual environmental clean-up costs and liabilities could exceed the amount of our current reserves.

***We may incur significant costs in our efforts to successfully avoid, manage, defend and litigate intellectual property matters.***

From time to time, we receive notices from third parties alleging intellectual property infringement. Any dispute or litigation involving intellectual property could be costly and time-consuming due to the complexity and the uncertainty of intellectual property litigation. Our intellectual property portfolio may not be useful in asserting a counterclaim, or negotiating a license, in response to a claim of infringement or misappropriation. In addition, as a result of such claims, we may lose our rights to utilize critical technology, may be required to pay substantial damages or license fees with respect to the infringed rights or may be required to redesign our products at a substantial cost, any of which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

***We are exposed to certain regulatory and financial risks related to climate change and other sustainability matters.***

Climate change is receiving ever increasing attention worldwide. Many scientists, legislators and others attribute global warming to increased levels of greenhouse gases, which has led to significant legislative and regulatory efforts to limit greenhouse gas emissions. The U.S. Environmental Protection Agency ("EPA") has published findings that emissions of carbon dioxide, methane, and other greenhouse gases ("GHGs") present an endangerment to public health and the environment because emissions of such gases are, according to the EPA, contributing to the warming of the earth's atmosphere and other climate changes. Based on these findings, the EPA has implemented regulations that require reporting of GHG emissions, or that limit emissions of GHGs from certain mobile or stationary sources. In addition, various federal, state and international regulatory agencies have considered other legislation and regulatory proposals to reduce emissions of GHGs, and many have already taken legal measures to reduce emissions of GHGs, primarily through the development of carbon tax, GHG inventories, GHG permitting and/or regional GHG cap-and-trade programs. It is uncertain whether, when and in what form a federal mandatory carbon dioxide emissions reduction program, or other state or international programs, may be adopted. To the extent our customers, particularly our **energy and industrial** customers, are subject to any of these or other similar proposed or newly enacted laws and regulations, we are exposed to risks that the additional costs incurred by customers to comply with such laws and regulations could impact their ability or desire to continue to operate at similar levels in certain jurisdictions as historically seen or as currently anticipated, which could negatively impact their demand for our products and services. These actions could also increase costs associated with our operations, including costs for raw materials and transportation. Because it is uncertain what laws will be enacted, we cannot predict the potential impact of such laws on our future financial condition, results of operations and cash flows.

Further, we are subject to additional federal, state, international and national European and U.S. regulations relating to climate and environmental risk, which are continually evolving. Regulators in Europe and the U.S. have focused efforts on increased disclosure related to climate change and mitigation efforts. The European Union **recently** adopted the European Sustainability Reporting Standards and the Corporate Sustainability Reporting Directive ("CSRD") that **will impose** **imposes** disclosure of the risks and opportunities arising from social and environmental issues, and on the impact of companies' activities on people and the environment. Similarly, the State of California recently passed the Climate Corporate Data Accountability Act and the **Climate-**

**Related** Climate-Related Financial Risk Act that will impose broad climate-related disclosure obligations on certain companies doing business in California, including us, starting in 2026. **The SEC has included in its regulatory agenda potential rulemaking on climate change disclosures.** We will likely need to be prepared to contend with overlapping, yet distinct, climate-related disclosure requirements in multiple jurisdictions. Compliance may significantly increase compliance burdens and associated regulatory costs and complexity, and the failure to comply with such legislation and regulations could result in fines to us, and could affect our business, financial condition, results of operations and cash flows.

In addition, as part of our strategy regarding climate change and sustainability matters, we have set and may set additional targets aimed at reducing our impact on the environment and climate change and/or targets relating to other sustainability matters. Actions we take to achieve our targets or strategy could result in increased costs to our operations. We may not be able to achieve such targets or our desired impact, and any future investments we make in furtherance of achieving such targets and strategy may not meet investor expectations or standards regarding sustainability performance. Moreover, we

may determine that it is in the best interest of our company and our shareholders to prioritize other business, social, governance or sustainable investments over the achievement of our current targets based on economic, regulatory and social factors, business strategy or pressure from investors or other stakeholders.

As investors and other stakeholders are increasingly focused on ESG sustainability matters, and as stakeholder ESG sustainability expectations and standards are evolving, we may not be able to sufficiently respond to these evolving standards and expectations. Furthermore, we could be criticized for the accuracy or completeness of the disclosure of our ESG sustainability initiatives. If we are unable to meet our targets or successfully implement our strategy, or our ESG sustainability reporting is inaccurate or incomplete, then we could suffer from reputational damage and incur adverse reaction from investors and other stakeholders, which could adversely impact the perception of our brands and our products and services by current and potential investors and customers, which could in turn adversely impact our business, results of operations or financial condition.

***Increased cybersecurity threats and computer crime pose a risk to our systems, networks, products and services, which expose us to potential regulatory, financial and reputational risks.***

We rely upon information technology systems and networks in connection with a variety of business activities, some of which are managed by third parties. As our business increasingly interfaces with employees, customers, distributors and suppliers using information technology systems and networks, we are subject to an increased risk to the secure operation of these systems and networks. Our evolution into smart products and Internet of Things subjects us to increased cyber and technology risks. The secure operation of these information technology systems and networks is critical to our business operations and strategy.

Cybersecurity threats from user error to attacks designed to gain unauthorized access to our systems, networks and data are increasing in frequency and sophistication. These threats pose a risk to the security of our systems and networks and the confidentiality, availability and integrity of the data we process and maintain and pose a risk of theft to our assets. The risk of cybersecurity attacks may increase as artificial intelligence capabilities improve and are increasingly used to identify vulnerabilities and construct increasingly sophisticated cybersecurity attacks, with the possibility of additional vulnerabilities being introduced through our own use of artificial intelligence and its use by our stakeholders, including vendors and customers.

Establishing systems and processes to address these threats and changes in legal requirements relating to data collection and storage may increase our costs. We have experienced Previous cybersecurity incidents, and, although we have determined such cybersecurity incidents to be immaterial and such incidents have not had a material adverse effect on materially affected us, including our

business strategy, financial condition, results of operations or cash flows, there financial condition. There can be no assurance of similar results in the future. Should future attacks succeed, it could expose us and our employees, customers, dealers distributors and suppliers to the theft of assets, misuse of information or systems, the compromising of confidential information, manipulation and destruction of data, product failures, production downtimes and operations disruptions. The occurrence of any of these events could have a material adverse effect on our reputation, business, financial condition, results of operations and cash flows. In addition, such cybersecurity incidents could result in litigation, regulatory action and potential liability and the costs and operational consequences of implementing further cybersecurity measures.

***Changes in data privacy laws and our ability to comply with them could have a material adverse effect on us.***

We collect and store data that is sensitive to us and our employees, customers, dealers distributors and suppliers. A variety of state, national, foreign and international laws and regulations apply to the collection, use, retention, protection, security, disclosure, transfer and other processing of personal and other data. Many foreign data privacy regulations, including the General Data Protection Regulation (the "GDPR") in the European Union and the U.K., are more stringent than federal regulations in the United States. Within the United States, many states are considering adopting, or have already adopted privacy regulations, including, for example, the California Consumer Privacy Act. These laws and regulations are rapidly evolving and changing, and could have an adverse effect on our operations. Companies' obligations and requirements under these laws and regulations are subject to uncertainty in how they may be interpreted by courts and governmental authorities. The costs of compliance with, and the other burdens imposed by, these and other laws or regulatory actions may increase our operational costs, and/or result in interruptions or delays in the availability of systems. In the case of non-compliance with these laws, including the GDPR, regulators have the authority to levy significant fines. In addition, if there is a breach of privacy, we may be required to make notifications under data privacy laws or regulations, or could become subject to litigation. The occurrence of any of these events could have a material adverse effect on our reputation, business, financial condition, results of operations and cash flows.

***We may be negatively impacted by litigation, including product liability claims.***

We are currently, and may in the future become, subject to litigation and other claims. We have been made parties to a number of actions filed or have been given notice of potential claims relating to the conduct of our business, including those pertaining to commercial disputes, product liability, asbestos, environmental, safety and health, patent infringement and employment matters. The outcome of such legal proceedings cannot be predicted with certainty and some may be disposed of unfavorably to us. Our business exposes us to potential litigation, such as product liability claims relating to the design, manufacture and sale of our products. While we currently maintain what we believe to be suitable product liability insurance, we may not be able to maintain this insurance on acceptable terms and this insurance may not provide adequate protection against potential or previously existing liabilities. In

addition, we self-insure a portion of product liability claims. Successful claims against us for significant amounts could have a material adverse effect on our reputation, business, financial condition, results of operations and cash flows.

## Risks Relating to Financial Markets and Our Debt and Liquidity

### ***Increased leverage may harm our financial condition and results of operations.***

As of December 31, 2023 December 31, 2024, we had \$1.8 billion \$2.2 billion of total debt on a consolidated basis. Our indebtedness increased materially in connection with the ECM Industries acquisition. We funded the ECM Industries acquisition with borrowings under the 2023 Term Loan Facility and net proceeds from the issuance of the 2033 Notes (described more fully in ITEM 8, Note 9 of the Notes to Consolidated Financial Statements), together with cash on hand and borrowings under our revolving credit facility, for an aggregate amount of approximately \$900.0 million of new indebtedness in connection with the ECM Industries acquisition. We and our subsidiaries may incur additional indebtedness in the future, subject to limitations in our debt agreements. This increase and any future increases in our level of indebtedness will have several important effects on our future operations, including, without limitation:

- we will have additional cash requirements to support the payment of interest on our outstanding indebtedness;
- increases in our outstanding indebtedness and leverage may increase our vulnerability to adverse changes in general economic and industry conditions, as well as to competitive pressure;
- our ability to obtain additional financing for working capital, capital expenditures, general corporate and other purposes may be reduced;
- our flexibility in planning for, or reacting to, changes in our business and our industry may be reduced; and
- our flexibility to make acquisitions and develop technology may be limited.

Our ability to make payments of principal and interest on our indebtedness depends upon our future performance, which will be subject to general economic conditions and financial, business and other factors affecting our consolidated operations, many of which are beyond our control. If we are unable to generate sufficient cash flow from operations in the future to service our debt and meet our other cash requirements, we may be required, among other things:

- to seek additional financing in the debt or equity markets;
- to refinance or restructure all or a portion of our indebtedness;
- to sell selected assets or businesses; or
- to reduce or delay planned capital or operating expenditures.

Such measures might not be sufficient to enable us to service our debt and meet our other cash requirements. In addition, any such financing, refinancing or sale of assets might not be available at all or on economically favorable terms.

### ***Volatility in currency exchange rates could have a material adverse effect on our financial condition, results of operations and cash flows.***

Sales outside of the U.S. for the year ended December 31, 2023 December 31, 2024 accounted for approximately 34% 28% of our net sales. Our financial statements reflect translation of items denominated in non-U.S. currencies to U.S. dollars. Therefore, if the U.S. dollar strengthens in relation to the principal non-U.S. currencies from which we derive revenue as compared to a prior period, our U.S. dollar-reported revenue and income will effectively be decreased to the extent of the change in currency valuations and vice-versa. For the year ended December 31, 2023 December 31, 2024, foreign currency translations did not have an impact on our net sales. Fluctuations in foreign currency exchange rates, most notably the strengthening of the U.S. dollar against the euro, could have a material adverse effect on our reported revenue and income in future periods.

### ***Disruptions in the financial markets could adversely affect us, our customers and our suppliers by increasing funding costs or reducing availability of credit.***

In the normal course of our business, we may access credit markets for general corporate purposes, which may include repayment of indebtedness, acquisitions, additions to working capital, repurchase of shares and capital expenditures and investments in our subsidiaries. Although we expect to have sufficient liquidity to meet our foreseeable needs, our access to and the cost of capital could be negatively impacted by disruptions in the credit markets, which have occurred in the past and made financing terms for borrowers unattractive or unavailable. These factors may make it more difficult or expensive for us to access credit markets if the need arises. In addition, these factors may make it more difficult for our suppliers to meet demand for their products or for prospective customers to commence new projects, as customers and suppliers may experience increased costs of debt financing or difficulties in obtaining debt financing. Disruptions in the financial markets in the past have had adverse effects on other areas of the economy and have led to a slowdown in general economic activity that may adversely affect our businesses. One or more of these factors could adversely affect our business, financial condition, results of operations and cash flows.

### ***Covenants in our debt instruments may adversely affect us.***

Our credit agreements and indentures contain customary financial covenants, including those that limit the amount of our debt, which may restrict the operations of our business and our ability to incur additional debt to finance acquisitions. Our ability to meet the financial covenants can be affected by events beyond our control, and we cannot provide assurance that we will meet those tests. A breach of any of these covenants could result in a default under our credit agreements or indentures. Upon the occurrence of an event of default under any of our credit facilities or indentures, the lenders or trustees could elect to declare all amounts outstanding thereunder to be immediately due and payable and, in the case of credit facility lenders, terminate all commitments to extend further credit. If the lenders or trustees accelerate the repayment of borrowings, we cannot provide assurance that we will have sufficient assets to repay our credit facilities and our other indebtedness. Furthermore, acceleration of any obligation under any of our material debt instruments will permit the holders of our other material debt to accelerate their obligations, which could have a material adverse effect on our financial condition.

***We may increase our debt or raise additional capital, our credit ratings may be downgraded in the future, or our interest rates may increase, each of which could affect our financial condition, and may decrease our profitability.***

We may increase our debt or raise additional capital in the future, subject to restrictions in our debt agreements. If our cash flow from operations is less than we anticipate, if our cash requirements are more than we expect, or if we intend to finance acquisitions, we may require more financing. However, debt or equity financing may not be available to us on acceptable terms, if at all. If we incur additional debt or raise equity through the issuance of additional capital shares, the terms of the debt or capital shares issued may give the holders rights, preferences and privileges senior to those of holders of our ordinary shares, particularly in the event of liquidation. The terms of the debt may also impose additional and more stringent restrictions on our operations than we currently have. If we raise funds through the issuance of additional equity, the percentage ownership of existing shareholders in our company would decline. If we are unable to raise additional capital when needed, our financial condition could be adversely affected.

Unfavorable changes in the ratings that rating agencies assign to our debt may ultimately negatively impact our access to the debt capital markets and increase the costs we incur to borrow funds. If ratings for our debt are downgraded, our access to the debt capital markets may become restricted.

Additionally, our credit agreements generally include an increase in interest rates if the ratings for our debt are downgraded. To the extent that our interest rates increase, our interest expense will increase, which could adversely affect our financial condition, results of operations and cash flows.

#### **Risks Relating to Our Jurisdiction of Incorporation in Ireland and Tax Residency in the U.K.**

***We are subject to changes in law and other factors that may not allow us to maintain a worldwide effective corporate tax rate that is competitive in our industry.***

While we believe that we should be able to maintain a worldwide effective corporate tax rate that is competitive in our industry, we cannot give any assurance as to what our effective tax rate will be in the future, because of, among other things, uncertainty regarding the tax policies of the jurisdictions where we operate. Our actual effective tax rate may vary from our expectation and that variance may be material. Also, the tax laws of the U.S., the U.K., Ireland and other jurisdictions could change in the future, and such changes could cause a material change in our worldwide effective corporate tax rate. For example, the Organization for Economic Co-operation and Development introduced an international tax framework under Pillar II (the "Pillar II framework") which includes a global minimum tax of 15%. The Pillar II framework has been implemented by several countries jurisdictions, including jurisdictions in which we operate, including the U.K., have begun to enact legislation to implement the Organization for Economic Cooperation and Development's international tax framework, including the Pillar II Model Rules for a global 15.0% minimum tax regime with effect from January 1, 2024 or later. We expect the Pillar II global minimum tax regime will negatively impact, which resulted in an increase to our effective tax rate and results of operations beginning in 2024. In addition, legislative or administrative action could be taken by the U.S., the U.K., Ireland or the European Union which could override tax treaties or modify tax statutes or regulations upon which we expect to rely, limit the availability of tax benefits or deductions we currently claim or otherwise affect the taxes imposed on our worldwide operations and materially adversely affect our effective tax rate. We cannot predict the outcome of any specific legislative proposals. If proposals were enacted that had the effect of disregarding our incorporation in Ireland or limiting our ability as an Irish company to maintain tax residency in the U.K. and take advantage of the tax treaties among the U.S., the U.K. and Ireland, we could be subject to increased taxation, which could materially adversely affect our financial condition, results of operations, cash flows or our effective tax rate in future reporting periods.

***A change in our tax residency could have a negative effect on our future profitability, and may trigger taxes on dividends or exit charges.***

We are incorporated in Ireland and we are an Irish tax resident under Irish domestic law unless we are regarded as being resident elsewhere (and not Ireland) under the terms of a double tax treaty. Under domestic U.K. law, a company that is centrally managed and controlled in the U.K. is regarded as resident in the U.K. for taxation purposes unless it is treated as resident in another jurisdiction pursuant to any appropriate double tax treaty with the U.K. Other jurisdictions may also seek to assert taxing jurisdiction over us.

Effective for tax periods beginning on or after November 1, 2019, where a company is treated as tax resident under the domestic laws of both the U.K. and Ireland, the Double Tax Convention between the U.K. and Ireland (the "Convention") signed on June 2, 1976, and as modified by paragraph 1 of Article 4 of the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting (the "Multilateral Instrument" or "MLI") provides that the residence of a dual-resident entity should be determined by way of mutual agreement between the Irish Revenue Commissioners and His Majesty's Revenue Commissioners. The tie-breaker test provides that, in cases of dual residence, the competent authorities of the two states shall determine by mutual agreement the territory of which the person shall be deemed to be resident for purposes of the Convention.

Our application under the Mutual Agreement Procedure provided for in Article 24 of the Convention (as amended pursuant to the MLI) seeking confirmation that we will continue to be tax resident solely in the U.K. was approved by the competent authorities of the U.K. and Ireland effective December 31, 2019.

It is possible that in the future, whether as a result of a change in law or the practice of any relevant tax authority or as a result of any change in the conduct of our affairs, we could become, or be regarded as having become, resident in a jurisdiction other than the U.K. If we cease to be resident in the U.K. and become resident in another jurisdiction, we may be subject to U.K. exit charges, and could become liable for additional tax charges in the other jurisdiction (including dividend withholding taxes or corporate income tax charges). If we were to be treated as resident in more than one jurisdiction, we could be subject to taxation in multiple jurisdictions. If, for example, we were considered to be a tax resident of Ireland, we could become liable for Irish corporation tax and any dividends paid by us could be subject to Irish dividend withholding tax.

***Irish law differs from the laws in effect in the U.S. and may afford less protection to holders of our securities.***

It may not be possible to enforce court judgments obtained in the U.S. against us in Ireland based on the civil liability provisions of the U.S. federal or state securities laws. In addition, there is some uncertainty as to whether the courts of Ireland would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liabilities provisions of the U.S. federal or state securities laws or hear actions against us or those persons based on those laws. We have been advised that the U.S. currently does not have a treaty with Ireland providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Therefore, a final judgment for the payment of money rendered by any U.S. federal or state court based on civil liability, whether or not based solely on U.S. federal or state securities laws, would not automatically be enforceable in Ireland.

As an Irish company, we are governed by the Companies Act 2014, which differs in some material respects from laws generally applicable to U.S. corporations and shareholders, including, among others, differences relating to interested director and officer transactions and shareholder lawsuits. Likewise, the duties of directors and officers of an Irish company generally are owed to the company only. Shareholders of Irish companies generally do not have a personal right of action against directors or officers of the company and may exercise such rights of action on behalf of the company only in limited circumstances. Accordingly, holders of our securities may have more difficulty protecting their interests than would holders of securities of a corporation incorporated in a jurisdiction of the U.S.

In addition, our articles of association provide that the Irish courts have exclusive jurisdiction to determine any and all derivative actions in which a holder of nVent ordinary shares asserts a claim in the name of nVent, actions asserting a claim of breach of a fiduciary duty of any of the directors of nVent and actions asserting a claim arising pursuant to any provision of Irish law or our articles of association. Under Irish law, the proper claimant for wrongs committed against nVent, including by our directors, is considered to be nVent itself. Irish law permits a shareholder to initiate a lawsuit on behalf of a company such as nVent only in limited circumstances and requires court permission to do so.

***Irish law differs from the laws in effect in the U.S., which may negatively impact our ability to issue ordinary shares.***

Under Irish law, we must have authority from our shareholders to issue any ordinary shares, including shares that are part of our authorized but unissued share capital. In addition, unless authorized by its shareholders, when an Irish company issues shares for cash to new shareholders, it is required first to offer those shares on the same or more favorable terms to existing shareholders on a pro-rata basis. If we are unable to obtain these authorizations from our shareholders, or are otherwise limited by the terms of our authorizations, our ability to issue ordinary shares under our equity compensation plans and, if applicable, to facilitate funding acquisitions or otherwise raise capital could be adversely affected.

***Transfers of nVent ordinary shares may be subject to Irish stamp duty.***

Transfers of nVent ordinary shares effected by means of the transfer of book entry interests in the Depository Trust Company ("DTC") will not be subject to Irish stamp duty. However, if you hold your nVent ordinary shares directly, rather than beneficially through DTC, any transfer of your nVent ordinary shares could be subject to Irish stamp duty (currently at the rate of 1 percent of the higher of the price paid or the market value of the shares acquired). Payment of Irish stamp duty is generally a legal obligation of the transferee.

We currently intend to pay (or cause one of our affiliates to pay) stamp duty in connection with share transfers made in the ordinary course of trading by a seller who holds shares directly to a buyer who holds the acquired shares beneficially. In other cases we may, in our absolute discretion, pay (or cause one of our affiliates to pay) any stamp duty. Our constitution provides that, in the event of any such payment, we (i) may seek reimbursement from the buyer, (ii) will have a lien against the shares acquired by such buyer and any dividends paid on such shares and (iii) may set-off the amount of the stamp duty against future dividends on such shares. Parties to a share transfer may assume that any stamp duty arising in respect of a transaction in nVent ordinary shares has been paid unless one or both of such parties is otherwise notified by us.

***nVent ordinary shares, received by means of a gift or inheritance, could be subject to Irish capital acquisitions tax.***

Irish capital acquisitions tax ("CAT") could apply to a gift or inheritance of nVent ordinary shares irrespective of the place of residence, ordinary residence or domicile of the parties. This is because nVent ordinary shares will be regarded as property situated in Ireland. The person who receives the gift or inheritance has primary liability for CAT. Gifts and inheritances passing between spouses are exempt from CAT. Children have a tax-free threshold which Irish Revenue typically updates annually in respect of taxable gifts or inheritances received from their parents.

## General Risk Factors

### ***Our share price may fluctuate significantly.***

We cannot predict the prices at which nVent ordinary shares may trade. The market price of nVent ordinary shares may fluctuate widely, depending on many factors, some of which may be beyond our control, including:

- actual or anticipated fluctuations in our results of operations due to factors related to our business;
- success or failure of our business strategy;
- our quarterly or annual earnings, or those of other companies in our industry;
- our ability to obtain third-party financing as needed;
- announcements by us or our competitors of significant acquisitions or dispositions;
- changes in accounting standards, policies, guidance, interpretations or principles;
- changes in earnings estimates by us or securities analysts or our ability to meet those estimates;
- the operating and share price performance of other comparable companies; companies or of companies in industries that are our customers;
- investors' perceptions of us;
- natural or other environmental disasters that investors believe may affect us;
- overall market fluctuations;
- results from any material litigation, including government investigations or environmental liabilities;
- changes in laws and regulations affecting our business; and
- general economic conditions and other external factors.

Stock markets in general have experienced volatility that has often been unrelated to the operating performance of a particular company. These broad market fluctuations could have a material adverse effect on our share price.

### ***Our success depends on attracting and retaining qualified personnel.***

Our ability to sustain and grow our business requires us to hire, retain and develop a highly skilled and diverse management team and workforce. Failure to ensure that we have the depth and breadth of personnel with the necessary skill set and experience, or the loss of key employees, could impede our ability to deliver our growth objectives and execute our strategy.

### ***Catastrophic and other events beyond our control may disrupt operations at our manufacturing facilities and those of our suppliers, which could cause us to be unable to meet customer demands or increase our costs or reduce customer spending.***

If operations at any of our manufacturing facilities or those of our suppliers were to be disrupted as a result of significant equipment failures, natural disasters, earthquakes, power outages, fires, explosions, terrorism, military conflicts, international hostilities, cybersecurity incidents, adverse weather conditions, labor disputes, public health epidemics or other catastrophic events or events outside of our control, we may be unable to fill customer orders and otherwise meet customer demand for our products. In addition, these types of events may negatively impact consumer, commercial and industrial spending in impacted regions or, depending on the severity, globally. As a result, any of such events could have a material adverse effect on our business, financial condition, results of operations and cash flows. Interruptions in production, in particular at our manufacturing facilities, could increase our costs and reduce our sales. Any interruption in production capability could require us to make substantial capital expenditures to fill customer orders. We maintain property damage insurance that we believe to be adequate to provide for reconstruction of facilities and equipment, as well as business interruption insurance to mitigate losses resulting from any production interruption or shutdown caused by an insured loss. However, any recovery under our insurance policies may not offset the lost sales or increased costs that may be experienced during the disruption of operations, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

## ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

## ITEM 1C. CYBERSECURITY

We have implemented a comprehensive cybersecurity program designed to protect the confidentiality, integrity, and availability of our information systems and data. The program is aligned with the National Institute of Standards and Technology (NIST) Cybersecurity Framework and zero trust model,

incorporates industry best practice standards, and includes policies, standards, procedures, controls and technology platforms that help manage cybersecurity risk.

Our cybersecurity program includes the following capabilities:

#### **Governance**

Our Board of Directors oversees cybersecurity risk management and is supported by the Audit and Finance Committee of the Board (the "Audit Committee"). The Audit Committee interacts with the Executive Leadership Team ("ELT"), including our Chief Technology Officer ("CTO"), and other members of management with respect to cybersecurity matters. The Board of Directors and the Audit Committee receive periodic reports from management on the effectiveness of the cybersecurity program and any material cybersecurity incidents that have occurred. The Board of Directors and the Audit Committee work with management to help ensure that our cybersecurity program is effective in addressing the risks associated with cybersecurity threats and are committed to continuously improving our cybersecurity program to stay ahead apprised of emerging threats. The CTO oversees our cybersecurity program, including assessing and managing material risks from cybersecurity threats. The Chief Information Security Officer ("CISO") reports to the CTO and leads the cybersecurity program and team.

The CTO has served in various roles in technology for over 25 years and in information technology and information security including product security for over 25 years. The CTO holds a PhD in engineering and degrees in technology and management. The CISO has served in various roles in information technology and information security for over 25 years, including serving as a cybersecurity leader for public companies for more than 10 years. The CISO holds a degree in engineering and a master's degree in business.

#### **Risk Management**

We have processes in place to assess, identify, and manage material risks from cybersecurity threats. We track cybersecurity risk as an enterprise risk through our enterprise-wide risk management ("ERM") framework. The Board of Directors is actively involved in oversight of our ERM framework and receives regular reports on risks, including cybersecurity risks. We engage third parties to conduct threat assessments, information system penetration tests, and simulation exercises to validate and further mature our cybersecurity program, the results of which are reported to the Executive Leadership Team, including CTO, and the Board of Directors. We maintain cybersecurity insurance coverage to help mitigate the financial impact of a cybersecurity incident.

#### **Technical Safeguards**

We deploy technical safeguards that are designed to protect our information systems from cybersecurity incidents, including firewalls, intrusion prevention and detection systems, anti-malware functionality and access controls, all of which are evaluated and improved through vulnerability assessments and cybersecurity threat intelligence.

#### **Incident Response and Recovery Planning**

We have established and maintain comprehensive incident response and business continuity plans that address our response to, and mitigation and remediation of, a cybersecurity incident, which includes the support of external cyber-specialist resources when deemed necessary, in addition to managed services to support our Security Operations Center function. We have implemented controls and procedures that provide for the prompt escalation of cybersecurity incidents to the ELT, and the Audit Committee Board of Directors when appropriate, so that decisions regarding the public disclosure and reporting of such incidents can be made by management in a timely manner.

#### **Third-Party Risk Management**

We maintain a comprehensive, risk-based approach to assessing and overseeing cybersecurity risks presented by third parties, including vendors, service providers and other external users of our systems, as well as the systems of third parties that could adversely impact our business in the event of a cybersecurity incident affecting those third-party systems.

#### **Education and Awareness**

We have implemented a security awareness and training program designed to educate employees on the importance of information security and to help them identify and respond to potential security incidents. The program includes annual required cybersecurity training for professional employees, role-based cybersecurity training, and a phishing awareness program for all employees. Additionally, the ELT and Board of Directors have conducted cybersecurity incident and response simulation exercises.

Previous cybersecurity incidents have not materially affected us, including our business strategy, results of operations or financial condition. However, risks from cybersecurity threats, including but not limited to exploitation of vulnerabilities, ransomware, denial of service, supply chain disruption, or other similar incidents may materially affect us, including our execution of business strategy, reputation, results of operations and/or financial condition. See Item 1A, Risk Factors, "*Increased cybersecurity threats and computer crime pose a risk to our systems, networks, products and services, which expose us to potential regulatory, financial and reputational risks.*" for a discussion of cybersecurity risks.

## ITEM 2. PROPERTIES

Our principal office is located in leased premises in London, U.K., and our management office in the U.S. is located in leased premises in Minneapolis, Minnesota.

Our key operations are conducted in manufacturing and distribution facilities throughout the world. The following is a summary of our principal manufacturing distribution, and service center distribution properties:

Manufacturing Plant Locations		U.S. and 10 other countries	Number of Facilities			
			Manufacturing Plant Locations	Manufacturing Plants	Distribution Facilities	Service Centers
Enclosures	Enclosures	U.S. and 10 other countries	19	16	—	
Enclosures						
Enclosures						
Electrical & Fastening Solutions	Electrical & Fastening Solutions	U.S. and 4 other countries	17	8	—	
Thermal Management		U.S. and 3 other countries	4	3	4	
Electrical & Fastening Solutions						
Electrical & Fastening Solutions						

We believe that our production facilities are suitable for their purpose and are adequate to support our businesses.

## ITEM 3. LEGAL PROCEEDINGS

We have been made parties to a number of actions filed or have been given notice of potential claims relating to the conduct of our business, including those pertaining to commercial disputes, product liability, asbestos, environmental, safety and health, patent infringement and employment matters.

While we believe that a material impact on our financial position, results of operations or cash flows from any such future claims or potential claims is unlikely, given the inherent uncertainty of litigation, a remote possibility exists that a future adverse ruling or unfavorable development could result in future charges that could have a material adverse impact. We do and will continue to periodically reexamine our estimates of probable liabilities and any associated expenses and receivables and make appropriate adjustments to such estimates based on experience and developments in litigation. As a result, the current estimates of the potential impact on our financial position, results of operations and cash flows for the proceedings and claims described in the notes to our consolidated financial statements could change in the future.

### ***Environmental matters***

We have been named as defendant, target or a potentially responsible party ("PRP") in a number of environmental clean-ups relating to our current or former businesses. We may be named as a PRP at other sites in the future for existing businesses, as well as both divested and acquired businesses. In addition to clean-up actions brought by governmental authorities, private parties could bring personal injury or other claims due to the presence of, or exposure to, hazardous substances.

Certain environmental laws impose liability on current or previous owners or operators of real property for the cost of removal or remediation of hazardous substances at their properties or at properties at which they have disposed of hazardous substances. Our accruals for environmental matters are recorded on a site-by-site basis when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated, based on current law and existing technologies. It can be difficult to estimate reliably the final costs of investigation and remediation due to various factors. In our opinion, the amounts accrued are appropriate based on facts and circumstances as currently known. As of **December 31, 2023** December 31, 2024, our recorded reserves for environmental matters were not material. We do not anticipate these environmental conditions will have a material adverse effect on our financial position, results of operations or cash flows. However, unknown conditions, new details about existing conditions or changes in environmental requirements may give rise to environmental liabilities that will exceed the amount of our current reserves and could have a material adverse effect in the future.

### ***Product liability claims***

We are subject to various product liability lawsuits and personal injury claims. A substantial number of these lawsuits and claims incurred prior to the effective date of the separation on April 30, 2018 are insured by and an obligation of Pentair's captive insurance subsidiary. Lawsuits and claims incurred after the separation are insured and accrued for by Tonka Bay, a captive insurance subsidiary of nVent. Tonka Bay records a liability for these claims based on actuarial projections of ultimate losses. For all other claims, accruals covering the claims are recorded, on an undiscounted basis, when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated based on existing information. The accruals are adjusted periodically as additional information becomes available. We have not experienced significant unfavorable trends in either the severity or frequency of product liability lawsuits or personal injury claims.

#### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

#### **INFORMATION ABOUT OUR EXECUTIVE OFFICERS**

Current executive officers of nVent Electric plc, their ages, current position and their business experience during at least the past five years are as follows:

<u>Name</u>	<u>Age</u>	<u>Current Position and Business Experience</u>
Beth A. Wozniak	59 60	Chief Executive Officer since 2018 and Chair of the Board since 2023; Ms. Wozniak was the President of Pentair's Electrical segment during 2017. Ms. Wozniak previously served as President of Pentair's Flow & Filtration Solutions Global Business Unit from 2015 – 2016. Ms. Wozniak was President of the Environmental and Combustion Controls unit of Honeywell International Inc. (a software-industrial company) from 2011 – 2015 and President of the Sensing and Controls Unit of Honeywell International Inc. from 2006 – 2011, and she held various leadership positions at Honeywell International Inc. and its predecessor AlliedSignal Inc. from 1990 – 2006.
Sara E. Zawoyski	49 50	Executive Vice President and Chief Financial Officer since 2019; 2019, and Interim President of Enclosures since June 2024; Ms. Zawoyski was the Senior Vice President Finance and Treasurer of the Company from 2018 – 2019. Ms. Zawoyski previously served in the following roles at Pentair and its predecessors: Chief Financial Officer, Electrical Segment from 2017 – 2018, Chief Financial Officer, Flow and Filtration Solutions from 2015 – 2017, Chief Financial Officer Flow Technologies from 2014 – 2015, Chief Financial Officer, Equipment Protection from 2012 – 2014, and Vice President Investor Relations from 2010 – 2012. Ms. Zawoyski also previously held various investor relations and managerial finance leadership positions at PepsiAmericas from 2002 – 2010 and various positions in the audit practice of PricewaterhouseCoopers LLP from 1996 – 2002.
Jon D. Lammers	59 60	Executive Vice President and General Counsel and Secretary since 2018; Mr. Lammers served as Pentair's General Counsel, Electrical from 2017-2018 and was an attorney at Foulston Siefkin LLP (a Kansas-based law firm) from 2016 – 2017. Mr. Lammers previously served as Senior Vice President, General Counsel and Secretary of Spirit AeroSystems Holdings, Inc. (a designer and manufacturer of aerostructures) from 2012 – 2016. He held various senior legal roles, including Deputy North American General Counsel and Asia Pacific General Counsel with Cargill Inc. from 1997 – 2012. Prior to his corporate experience, Mr. Lammers practiced law at Oppenheimer, Wolff & Donnelly (n/k/a Fox Rothschild LLP) from 1993 – 1997 and Paul Hastings LLP from 1991 – 1993.
Lynnette R. Heath	56 57	Executive Vice President and Chief Human Resources Officer since 2018; Ms. Heath was the Senior Vice President, Global Human Resources of Entrust Datacard (a privately held global security and identity company) from 2009 – 2017. Ms. Heath previously held various human resources roles with General Electric Company from 2000 – 2009, with McKesson Corporation from 1996 – 2000 and with Northern States Power Company (n/k/a Xcel Energy Inc.) from 1992 – 1996.
Aravind Padmanabhan	55 56	Executive Vice President and Chief Technology Officer since 2019; Mr. Padmanabhan was the Vice President and Chief Technology Officer of the Honeywell Connected Worker unit of Honeywell International Inc. (a software-industrial company) from 2018 – 2019, and served as Acting Chief Architect of the Honeywell Sentience Platform in 2018. Mr. Padmanabhan previously served as Vice President and Chief Technology Officer of the Home & Building Technologies unit of Honeywell International Inc. from 2016 – 2018 and the Environmental & Energy Solutions unit of Honeywell International Inc. from 2013 – 2016. Mr. Padmanabhan also previously held various other technology and engineering leadership positions at Honeywell International Inc. from 1997 – 2013.
Martha C. Bennett	51 52	Executive Vice President and Chief Marketing Officer since January 2024; Ms. Bennett was the Chief Marketing Officer and Senior Vice President from 2023 – 2024, and the Vice President of Global Marketing Excellence from 2020 – 2023, of the Safety & Industrial Business Group at 3M Company. Ms. Bennett previously held various marketing and leadership roles with 3M Company from 2004 – 2020, with Diamond Aircraft from 2003 – 2004 and with Bombardier Aerospace from 1998 – 2003.
Randolph A. Wacker	59 60	Senior Vice President and Chief Accounting Officer since 2018 and Treasurer since 2019; Mr. Wacker was the Assistant Corporate Controller of Pentair and served in that role from 2005-2017. Mr. Wacker served as the U.S. Controller of Computer Network Technologies from 2004 – 2005. He served over 10 years in corporate controlling and external reporting roles in various public companies. Mr. Wacker also served as an accountant with the public accounting firm Larson, Allen, Weishair & Co., LLP (n/k/a CliftonLarsonAllen) from 1988 – 1993.

Joseph A. Ruzynski	48	President of Enclosures since 2018; Mr. Ruzynski was the Vice President of Pentair's Enclosures Strategic Business Unit and served in that role during 2017. Mr. Ruzynski previously served as Vice President of Pentair's Engineered Projects Strategic Business Group in its Valves & Controls Global Business Unit from 2016 – 2017 and Vice President of Pentair's Fluid Motion Business Group from 2015 – 2016. He was the Vice President, Operations of Pentair's Equipment Protection and Technical Solutions Global Business Units from 2012 – 2014, and held various supply leadership positions with Pentair from 2003 – 2012. Mr. Ruzynski was a Manager with Ernst & Young from 1997 – 2003.
Robert J. van der Kolk	55	President of Electrical & Fastening Solutions since 2018; Mr. van der Kolk was the Vice President of Pentair's Engineered & Fastening Solutions Strategic Business Unit of the Electrical segment and served in that role from 2015 – 2017. Mr. van der Kolk previously served as the Executive Vice President, Sales for ERICO from 2011 – 2015, and held various sales, development, and manufacturing leadership roles with ERICO from 2001 – 2008. Mr. van der Kolk held Plant Superintendent and Production Management roles for Cargill in the Netherlands and Germany from 1993 – 2001.
Michael B. Faulconer	54	President of Thermal Management since 2018; Mr. Faulconer was the Vice President of Pentair's Thermal Management Strategic Business Unit of the Electrical segment and served in that role during 2017. Mr. Faulconer previously served as the Vice President of Pentair's Thermal Building Solutions Unit from 2014 – 2016. He was the Vice President, Marketing of Pentair's Thermal Management Unit from 2010 – 2013. Mr. Faulconer held various general management and marketing leadership roles with Tyco Thermal Controls in the U.S. and Asia from 2001 – 2010. From 1991 – 2000, Mr. Faulconer held various sales roles with Valquip Corporation.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our ordinary shares are listed for trading on the New York Stock Exchange and trade under the symbol "NVT." As of December 31, 2023 December 31, 2024, there were 12,426 11,711 shareholders of record.

The timing, declaration and payment of future dividends to holders of our ordinary shares will depend upon many factors, including our financial condition and results of operations, the capital requirements of our businesses, industry practice and any other relevant factors.

#### Share Performance Graph

The following information under the caption "Share Performance Graph" in this ITEM 5 of this Annual Report on Form 10-K is not deemed to be "soliciting material" or to be "filed" with the Securities and Exchange Commission or subject to Regulation 14A or 14C under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or to the liabilities of Section 18 of the Exchange Act and will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent we specifically incorporate it by reference into such a filing.

The following graph sets forth the cumulative total shareholder return on our ordinary shares from December 31, 2018 December 31, 2019, assuming the investment of \$100 and the reinvestment of all dividends since that date to December 31, 2023 December 31, 2024. The graph also contains for comparison purposes the S&P Mid Cap 400 Index and the S&P Mid Cap 400 Industrials Index, assuming the same investment level and reinvestment of dividends. By virtue of our market capitalization, we are a component of the S&P Mid Cap 400 Index. On the basis of our size and diversity of businesses, we believe the S&P Mid Cap 400 Industrials Index is an appropriate published industry index for comparison purposes.

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**Purchases of Equity Securities**

The following table provides information with respect to purchases we made of our ordinary shares during the fourth quarter of 2023: 2024:

	(a)	(a)	(b)	(c)	(d)	(a)	(b)	(c)	(d)
	Total number of shares purchased	Total number of shares purchased	Total number of shares purchased as part of publicly announced plans or programs	Total number of shares that may yet be purchased under the plans or programs	Dollar value of shares that may yet be purchased under the plans or programs	Total number of shares purchased	Total number of shares purchased as part of publicly announced plans or programs	Total number of shares that may yet be purchased under the plans or programs	Dollar value of shares that may yet be purchased under the plans or programs
October 1 – October 28, 2023									
October 29 – November 25, 2023									
November 26 – December 31, 2023									
October 1 – October 26, 2024									
October 27 – November 23, 2024									
November 24 – December 31, 2024									
<b>Total</b>									

(a) The purchases in this column includes shares repurchased as part of our publicly announced plans and shares deemed surrendered to us by participants in the nVent Electric plc 2018 Omnibus Incentive Plan (the "2018 Plan") and earlier Pentair stock incentive plans that are now outstanding under the 2018 Plan (collectively the "Plans") to satisfy the exercise price or withholding of tax obligations related to the exercise of stock options, vesting of restricted shares and vesting of performance shares.

(b) The average price paid in this column includes shares repurchased as part of our publicly announced plans and shares deemed surrendered to us by participants in the Plans to satisfy the exercise price of stock options and withholding tax obligations due upon stock option exercises, vesting of restricted shares and vesting of performance shares.

(c) The number of shares in this column represents the number of shares repurchased as part of our publicly announced plans to repurchase our ordinary shares up to a maximum dollar limit authorized by the Board of Directors, discussed below.

(d) On May 14, 2021 May 17, 2024, the Board of Directors authorized the repurchase of our ordinary shares up to a maximum dollar limit of \$300.0 million \$500.0 million (the "2021" "2024 Authorization"). The 2021 2024 Authorization began on July 23, 2021 July 23, 2024 and expires on July 22, 2024 July 22, 2027. As of December 31, 2023 December 31, 2024, we had \$81.8 \$400.0 million available for repurchases under the 2021 2024 Authorization.

## ITEM 6. RESERVED

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*This Management's Discussion and Analysis of Financial Condition and Results of Operations refers to and should be read in conjunction with the audited consolidated financial statements and the corresponding notes included in ITEM 8.*

### **Forward-looking statements**

This report contains statements that we believe to be "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical fact are forward-looking statements. Without limitation, any statements preceded or followed by or that include the words "targets," "plans," "believes," "expects," "intends," "will," "likely," "may," "anticipates," "estimates," "projects," "forecasts," "should," "would," "could," "positioned," "strategy," "future," "are confident," or words, phrases or terms of similar substance or the negative thereof, are forward-looking statements. These forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties, assumptions and other factors, some of which are beyond our control, which could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Among these factors are adverse effects on our business operations or financial results, including due to the overall global economic and business conditions impacting our business; the ability to achieve the benefits of our restructuring plans; the ability to successfully identify, finance, complete and integrate acquisitions, including the ECM Industries and other recent acquisitions; Trachte acquisition; competition and pricing pressures in the markets we serve, including the impacts of tariffs; volatility in currency exchange rates, interest rates and commodity prices; inability to generate savings from excellence in operations initiatives consisting of lean enterprise, supply management and cash flow practices; inability to mitigate material and other cost inflation; risks related to the availability of, and cost inflation in, supply chain inputs, including labor, raw materials, commodities, packaging and transportation; increased risks associated with operating foreign businesses, including risks associated with military conflicts, such as that between Russia and Ukraine, and related sanctions; conflicts; the ability to deliver backlog and win future project work; failure of markets to accept new product introductions and enhancements; the impact of changes in laws and regulations, including those that limit U.S. tax benefits; the outcome of litigation and governmental proceedings; and the ability to achieve our long-term strategic operating goals. Additional information concerning these and other factors is contained in our filings with the U.S. Securities and Exchange Commission (the "SEC"), including this Annual Report on Form 10-K. All forward-looking statements speak only as of the date of this report. nVent Electric plc assumes no obligation, and disclaims any obligation, to update the information contained in this report.

*The following is the discussion and analysis of changes in the financial condition and results of operations for fiscal year 2023 compared to fiscal year 2022. The discussion and analysis of fiscal year 2021 and changes in the financial condition and results of operations for fiscal year 2022 compared to fiscal year 2021 that are not included in this Form 10-K may be found in Part II, ITEM 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the SEC on February 28, 2023.*

### **Overview**

The terms "us," "we," "our," "the Company" or "nVent" refer to nVent Electric plc. nVent is a leading global provider of electrical connection and protection solutions. We believe our inventive electrical solutions enable safer systems and ensure a more secure world. We connect and protect some of the world's most critical electrical systems to make them safer, more efficient and resilient. We design, manufacture, market, install and service high performance products and solutions that connect and protect mission critical equipment, buildings and essential processes. We offer have a comprehensive range portfolio of cable management, control buildings, cooling solutions, both liquid and air, electrical connections, enclosures, electrical fastening equipment protection, power connections and power management solutions, and thermal management solutions across industry-leading brands that we are recognized globally for quality, reliability and innovation.

We classify our operations into business segments based primarily on types of products offered and markets served. We operate across three two segments: Enclosures and Electrical & Fastening Solutions, and Thermal Management, which represented approximately 49%, 33% 61% and 18% 39% of total revenues during 2023 2024, respectively. In the first quarter of 2025, we will be renaming our Enclosures segment to Systems Protection, and our Electrical & Fastening Solutions segment to Electrical Connections.

- **Enclosures (to be renamed Systems Protection beginning in the first quarter of 2025)**—The Enclosures segment provides innovative solutions to help protect electronics, systems and data in mission critical applications, including data solutions, centers, that improve reliability resiliency and energy efficiency. Our standard and custom protective enclosures, cooling solutions, both liquid and air, control buildings and power distribution solutions help manage power and protect operating environments for mission critical applications in industrial, infrastructure, commercial and energy verticals.

- **Electrical & Fastening Solutions (to be renamed Electrical Connections beginning in the first quarter of 2025)**—The Electrical & Fastening Solutions segment provides innovative solutions that connect and protect in power and data infrastructure. Our offerings enhance end-user safety, reduce installation time and provide resiliency for critical systems. Our cable management, electrical connections and solutions, and power connections fastening solutions, cable management solutions, grounding help make electrical systems safe, efficient and bonding systems, tools resilient, and test instruments help provide efficiencies to contractors and provide resiliency for critical systems that are used across a wide range of verticals, including commercial and residential, infrastructure, industrial and energy.
- **Thermal Management**—The Thermal Management segment provides mission critical heat management solutions that protect people and assets and enhance process efficiency and performance. Our offerings help ensure critical safety, maximize uptime and deliver lower total cost of ownership. For industrial and energy, our products and solutions include heat tracing for freeze protection and process temperature maintenance and temperature control. For commercial, residential and infrastructure, we provide products such as pipe freeze protection, surface deicing, hot water temperature maintenance, floor heating, fire rated wiring and leak detection.

On May 18, 2023, as part of our Electrical & Fastening Solutions reporting segment, we completed the acquisition of ECM Investors, LLC, the parent of ECM Industries, LLC ("ECM Industries"), for approximately \$1.1 billion in cash, subject to customary adjustments. ECM Industries is a leading provider of high-value electrical connectors, tools and test instruments and cable management. The purchase price was funded primarily through borrowings under the 2033 Notes and 2023 Term Loan Facility (as defined below).

On July 10, 2023, we acquired TEXA Industries for approximately \$34.8 million in cash, subject to customary purchase price adjustments. TEXA Industries is an Italian manufacturer of industrial cooling applications that we will market as part of the nVent HOFFMAN product line within our Enclosures segment.

On July 16, 2024, we completed the acquisition of the Trachte, LLC ("Trachte") as part of our Enclosures reporting segment, for approximately \$687.5 million in cash. Trachte is a leading manufacturer of engineered control building solutions designed to protect critical infrastructure assets. The purchase price was funded primarily through borrowings under the 2024 Term Loan Facility and Revolving Credit Facility (as defined below).

On July 31, 2024, we entered into a definitive agreement to sell our Thermal Management business to BCP VI Summit Holdings LP (as assignee of BCP Acquisitions LLC), an affiliate of funds managed by Brookfield Asset Management, for a purchase price of \$1.7 billion in cash, subject to certain customary purchase price adjustments. The results of the Thermal Management business are reported as a discontinued operation in our Consolidated Financial Statements for all periods presented. The assets and liabilities of this business have been reclassified as held for sale in the Consolidated Balance Sheets for all periods presented. The Thermal Management business was previously disclosed as a stand-alone reporting segment. On January 30, 2025, we completed the sale of the Thermal Management business. For further details, see ITEM 8, Note 6 of the Notes to the Consolidated Financial Statements.

#### **Key Trends and Uncertainties Regarding our Existing Business**

The following trends and uncertainties affected our financial performance in 2022, 2023 and 2024, and are reasonably likely to impact our results in the future:

- During 2022, 2023 and 2024, we experienced inflationary increases of raw materials, logistics, labor and energy costs, and supply chain challenges, including increased lead times due to availability constraints and high demand. During 2023, supply chain challenges moderated, but we continued to experience inflationary increases, primarily related to labor and raw material costs. While we have taken pricing actions and we have implemented and plan to continue to implement productivity improvements that could help offset these cost increases, we expect inflationary cost increases, including the impacts of tariffs, to continue into 2024, 2025, which could negatively impact our results of operations.
- Beginning in February 2022, in response to the conflict between Russia and Ukraine, many countries have initiated a variety of sanctions targeting Russia and associated entities. As a result of the ongoing conflict, the Company is exiting its business operations in Russia, and winding down existing contractual obligations in compliance with applicable sanctions. While our historical business activity in Russia is not material to our operations, an escalation or expansion of economic disruption or the conflict's current scope could disrupt sales to our customers or our supply chain, increase inflationary costs and have a material adverse effect on our results of operations.
- Our global operations make our effective tax rate sensitive to significant tax law changes. Several countries The Organization for Economic Co-operation and Development introduced an international tax framework under Pillar II (the "Pillar II framework") which includes a global minimum tax of 15%. The Pillar II framework has been implemented by several jurisdictions, including jurisdictions in which we operate, including the U.K., have begun to enact legislation to implement the Organization for Economic Cooperation and Development's international tax framework, including the Pillar II global minimum tax regime with effect from January 1, 2024 or later. We expect the Pillar II global minimum tax regime will

negatively impact, which resulted in an increase to our effective tax rate beginning in 2024. We will continue to monitor these developments as more countries in which we operate adopt legislation and provide guidance.

- The converging megatrends of the electrification of everything, sustainability and digitalization, including the increased use of artificial intelligence, have led to sales growth, particularly in the infrastructure vertical, which includes our data solutions business that is primarily in our Enclosures segment. We expect these megatrends to continue and further drive sales growth in 2024, 2025.
- We have invested in innovation and new products, which has led contributed to sales growth in all our segments. growth. We expect continued investment in new products to further drive sales growth in 2024, 2025.

In 2024, 2025, our operating objectives include the following:

- Executing our Environmental, Social and Governance ("ESG") sustainability strategy focused on People, Products, Planet and Planet; Governance;
- Enhancing and supporting employee engagement, development and retention;
- Achieving differentiated revenue growth through focus on higher growth verticals, new products and innovation, global expansion and expansion in higher growth verticals across all regions globally; acquisitions;
- Integrating recent acquisitions with our existing operations;
- Optimizing our technological capabilities to increasingly generate innovative new and connected products and advance digital transformation;
- Driving operational excellence through lean and agile, with specific focus on our digital transformation and supply chain resiliency;
- Optimizing working capital through inventory reduction initiatives across business segments and focused actions to optimize customer and vendor payment terms; and
- Deploying capital strategically to drive growth and value creation.

## CONSOLIDATED RESULTS OF OPERATIONS

The consolidated results of operations were as follows:

	Years ended December 31	Years ended December 31	Years ended December 31
<i>In millions</i>			
<i>In millions</i>			
<i>In millions</i>			
Net sales			
Net sales			
Net sales			
Cost of goods sold			
Cost of goods sold			
Cost of goods sold			
Gross profit			
Gross profit			
Gross profit			
<i>% of net sales</i>			
<i>% of net sales</i>			
<i>% of net sales</i>			
Selling, general and administrative			
Selling, general and administrative			

Net sales

Net sales

Net sales

Cost of goods sold

Cost of goods sold

Cost of goods sold

Gross profit

Gross profit

Gross profit

% of net sales

% of net sales

% of net sales

Selling, general and administrative

Selling, general and administrative

Selling, general and administrative

*% of net sales*

*% of net sales*

*% of net sales*

Research and development

Research and development

Research and development

*% of net sales*

*% of net sales*

*% of net sales*

Operating income

Operating income

Operating income

*% of net sales*

*% of net sales*

*% of net sales*

Net interest expense

Net interest expense

Net interest expense

Gain on sale of investment

Gain on sale of investment

Gain on sale of investment

Other expense (income)

Other expense (income)

Other expense (income)

Income before income taxes

Income before income taxes

Income before income taxes

Provision (benefit) for income taxes

Provision (benefit) for income taxes

Provision (benefit) for income taxes

*Effective tax rate*

*Effective tax rate*

*Effective tax rate*

Net income from continuing operations

Net income from continuing operations

Net income from continuing operations

Income from discontinued operations, net of tax

Income from discontinued operations, net of tax

Income from discontinued operations, net of tax

Net income

Net income

Net income

N.M. Not Meaningful

#### Net sales

The components of the change in consolidated net sales were as follows:

	2023 vs 2022
Volume	(1.7)%
Price	5.2
Organic growth	3.5
Acquisition	8.7
Total	12.2 %

	2024 vs 2023	2023 vs 2022
Volume	2.6 %	(0.4)%
Price	(0.2)	5.5
Organic growth	2.4 %	5.1 %
Acquisition	10.3	11.0
Currency	(0.1)	0.2
Total	12.6 %	16.3 %

The 12.2 12.6 percent increase in net sales in 2024 from 2023 was primarily the result of:

- sales of \$274.4 million in 2024 as a result of the ECM Industries, Trachte and TEXA Industries acquisitions; and
- organic sales growth contribution of approximately 2.5% from our infrastructure business in 2024 from 2023, which includes selective increases in selling prices.

The 16.3 percent increase in net sales in 2023 from 2022 was primarily the result of:

- sales of \$252.7 million in 2023 as a result of the ECM Industries and TEXA Industries acquisitions; and
- organic sales growth contribution of approximately 2.0% 2.5%, 1.5%, and 1.0% from our infrastructure, business commercial & residential and industrial businesses, respectively, in 2023 from 2022, which primarily includes selective increases in selling prices.

#### Gross profit

The 3.4 0.1 percentage point decrease in gross profit as a percentage of net sales in 2024 from 2023 was primarily the result of:

- inflationary increases, primarily related to labor costs, compared to 2023.

This decrease was partially offset by:

- higher sales volume resulting in increased leverage on fixed expenses in cost of goods sold; and
- \$17.7 million of expense related to inventory step-up recorded in 2023 as a result of the ECM Industries acquisition.

The 4.4 percentage point increase in gross profit as a percentage of net sales in 2023 from 2022 was primarily the result of:

- increases in selling prices to mitigate inflationary cost increases; and
- increased productivity as a result of supply chain management and manufacturing efficiencies.

This increase was partially offset by:

- \$17.7 million of expense related to inventory step-up recorded in 2023 as a result of the ECM Industries acquisition; and
- inflationary increases, primarily related to labor costs, compared to 2022.

#### Selling, general and administrative ("SG&A")

The 0.4 percentage point decrease in SG&A expense as a percentage of net sales in 2024 from 2023 was driven by:

- higher sales volume resulting in increased leverage on fixed expenses; and

- savings generated from restructuring and other lean initiatives.

*This decrease was partially offset by:*

- intangible amortization expense of \$94.7 million in 2024 compared to \$69.6 million in 2023 as a result of the ECM Industries, Trachte and TEXA Industries acquisitions;
- inflationary increases impacting our labor costs, professional fees and other administrative costs;
- investments in capacity, new products and digital to drive growth; and
- \$8.8 million of impairment expense in 2024 related to equity investments recorded on a cost basis.

*The 0.5 percentage point increase in SG&A expense as a percentage of net sales in 2023 from 2022 was driven by:*

- restructuring and acquisition transaction and integration costs of \$25.8 million in 2023 compared to \$12.5 million in 2022;
- inflationary increases impacting our labor costs, professional fees and other administrative costs; and
- investments in capacity, digital, new products, selling and marketing to drive growth.

*This increase was partially offset by:*

- savings generated from restructuring and other lean initiatives.

#### **Net interest expense**

*The increase in net interest expense in 2024 from 2023 was the result of:*

- increased debt due to the acquisition of Trachte.

*The increase in net interest expense in 2023 from 2022 was the result of:*

- increased debt due to the acquisition of ECM Industries;
- increased variable interest rates compared to the same periods of the prior year; and
- the amortization of debt issuance costs of \$3.6 million during 2023 related to financing commitments for the bridge loan facility established in connection with the acquisition of ECM Industries.

#### **Gain on sale of investment**

In 2023, we recorded a \$10.3 million gain related to the sale of a \$3.8 million equity investment recorded on a cost basis.

#### **Other expense (income)**

In 2024, 2023 and 2022, we recognized a pre-tax, non-cash pension and other post-retirement mark-to-market gain of \$0.1 million, a loss of \$13.9 \$13.4 million and a gain of \$66.3 \$61.9 million, respectively.

*In 2024, we recorded \$12.5 million of income related to the release of a guarantee liability.*

#### **Provision (benefit) for income taxes**

*The 28.9 66.4 percentage point increase in the effective tax rate in 2024 from 2023 was primarily the result of:*

- \$92.8 million of non-cash expense recorded in 2024 related to the establishment of valuation allowances on deferred tax assets related to tax-deductible statutory losses in Luxembourg initially established in 2023;
- the enactment of the Pillar II global minimum tax framework, effective January 1, 2024 in certain jurisdictions in which we operate; and
- increased earnings in higher tax rate jurisdictions.

*The 35.3 percentage point decrease in the effective tax rate in 2023 from 2022 respectively, was primarily the result of:*

- \$72.0 55.4 million of non-cash benefit recorded in 2023 for the recognition of deferred tax assets for a step up in tax basis of intangible assets in Switzerland, partially offset by valuation allowances of \$12.0 million \$5.1 million. The assets are amortizable starting in 2024 and the amortization period varies based on the nature of the underlying assets from which the values were derived.
- \$93.2 million of non-cash benefit recorded in 2023 for the recognition of deferred tax assets related to tax-deductible statutory losses in Luxembourg.

*This decrease was partially offset by:*

- increased earnings in higher tax rate jurisdictions.

## SEGMENT RESULTS OF OPERATIONS

The summary that follows provides a discussion of the results of operations of **each** **both** of our **three** reportable segments (Enclosures and Electrical & Fastening Solutions and Thermal Management) Solutions). **Each** **Both** of these segments **comprises** **comprise** various product offerings that serve multiple end users.

We evaluate performance based on **net sales** and **reportable** segment income ("segment income") and use a variety of ratios to measure performance of our reporting segments. Segment income represents operating income, **which includes certain corporate overhead allocations**, exclusive of intangible amortization, acquisition related expenses, costs of restructuring activities, impairments and other unusual non-operating items.

### Enclosures

The net sales, segment income and segment income as a percentage of net sales for Enclosures were as follows:

		Years ended December 31			% / point change	Years ended December 31	% / point change			
		Years ended December 31								
In millions	In millions	2024	2023	2022						
Net sales	Net sales	\$1,823.3	\$1,605.9	\$1,503.7		13.5%	6.8%			
Net sales										
Net sales										
Segment income										
Segment income										
Segment income	Segment income	403.1	346.6	256.0		16.3%	35.4%			
% of net sales	% of net sales	22.1%	21.6%	17.0%		0.5 pts	4.6 pts			
% of net sales										
% of net sales										

### Net sales

The components of the change in Enclosures net sales from the prior period were as follows:

2023 vs 2022	
2024	2023
vs	vs
2023	2022
Volume	5.4 % 0.6 %
Price	(0.4) 5.3
Organic growth	5.0 % 5.9 %
Acquisition	8.6 0.8
Currency	(0.1) 0.1
Total	13.5 % 6.8 %

*The 13.5 percent increase in Enclosures net sales in 2024 from 2023 was primarily the result of:*

- organic sales growth contribution of approximately 4.5% from our infrastructure business in 2024 from 2023, which includes selective increases in selling prices and growth in the data solutions business; and
- sales of \$138.1 million in 2024 as a result of the Trachte and TEXA Industries acquisitions.

Volume	0.6 %
Price	5.3
Organic growth	5.9
Acquisition	0.8
Currency	0.1
Total	6.8 %

*The 6.8 percent increase in Enclosures net sales in 2023 from 2022 was primarily the result of:*

- organic sales growth contribution of approximately 3.5% from our infrastructure business in 2023 from 2022, which includes increases in selling prices and growth in the data solutions business; and 1.5% and 1.0% from our industrial and commercial & residential businesses, respectively, in 2023 from 2022, which includes increases in selling prices; and
- sales of \$12.0 million in 2023 as a result of the TEXA Industries acquisition.

#### **Segment income**

The components of the change in Enclosures segment income as a percentage of net sales from the prior period were as follows:

2023 vs 2022		
2024 vs 2023 vs 2022		
	2023	2022
Growth/acquisition	2.0 pts (0.4 pts)	
Price	(0.3)	4.2
Currency	0.1	(0.4)
Net productivity	(1.3)	1.2
Total	0.5 pts	4.6 pts

*The 0.5 percentage point increase in segment income for Enclosures as a percentage of net sales in 2024 from 2023 was primarily the result of:*

- higher sales volume resulting in increased leverage on fixed expenses; and
- increased productivity as a result of supply chain management and manufacturing efficiencies.

*This increase was partially offset by:*

- inflationary increases, primarily related to labor costs and raw materials, compared to 2023; and
- investments in capacity, new products and digital to drive growth.

Growth/acquisition	(0.4) pts
Price	4.2
Currency	(0.4)
Net productivity	1.2
Total	4.6 pts

*The 4.6 percentage point increase in segment income for Enclosures as a percentage of net sales in 2023 from 2022 was primarily the result of:*

- increases in selling prices to mitigate inflationary cost increases; and
- increased productivity as a result of supply chain management and manufacturing efficiencies.

*This increase was partially offset by:*

- inflationary increases, primarily related to labor cost, compared to 2022; and
- investments in capacity, digital and new products to drive growth.

### Electrical & Fastening Solutions

The net sales, segment income and segment income as a percentage of net sales for Electrical & Fastening Solutions were as follows:

Years ended December 31	Years ended December 31	% / point change	Years ended December 31	% / point change
Years ended December 31			Years ended December 31	

In millions	In millions	2024	2023	2022	2024 vs 2023	2023 vs 2022
Net sales	Net sales	\$1,182.8	\$1,063.0	\$791.4	11.3%	34.3%
Net sales						
Net sales						
Segment income	Segment income	354.5	330.6	219.9	7.2%	50.3%
Segment income	Segment income	354.5	330.6	219.9	7.2%	50.3%
% of net sales	% of net sales	30.0%	31.1%	27.8%	(1.1 pts)	3.3 pts
% of net sales	% of net sales	30.0%	31.1%	27.8%	(1.1 pts)	3.3 pts
% of net sales	% of net sales	30.0%	31.1%	27.8%	(1.1 pts)	3.3 pts

#### **Net sales**

The components of the change in Electrical & Fastening Solutions net sales from the prior period were as follows:

2023 vs 2022	
2024	2023
vs	vs
2023	2022
Volume	(1.7)% (2.3)%
Price	0.2 5.9
Organic growth	(1.5)% 3.6 %
Acquisition	12.8 30.4
Currency	— 0.3
Total	11.3 % 34.3 %

*The 11.3 percent increase in Electrical & Fastening Solutions net sales in 2024 from 2023 was primarily the result of:*

- sales of \$136.3 million in 2024 as a result of the ECM Industries acquisition.

*This increase was partially offset by:*

- organic sales decline of approximately 1.5% from our commercial & residential business in 2024 from 2023.

Volume	(2.3)%
Price	5.9
Organic growth	3.6
Acquisition	30.4
Currency	0.3
Total	34.3 %

*The 34.3 percent increase in Electrical & Fastening Solutions net sales in 2023 from 2022 was primarily the result of:*

- sales of \$240.7 million in 2023 as a result of the ECM Industries acquisition; and
- organic sales growth contribution of approximately 1.5% from both our infrastructure and commercial & residential businesses in 2023 from 2022, which primarily includes selective increases in selling prices.

#### **Segment income**

The components of the change in Electrical & Fastening Solutions segment income as a percentage of net sales from the prior period were as follows:

**2023 vs 2022**

Growth/acquisition	1.1 pts
Price	4.0
Net productivity	(1.8)
<b>Total</b>	<b>3.3 pts</b>

**2024 vs 2023**      **2023 vs 2022**

Growth/acquisition	(1.7) pts	1.1 pts
Price	0.2	4.0
Net productivity	0.4	(1.8)
<b>Total</b>	<b>(1.1) pts</b>	<b>3.3 pts</b>

*The 1.1 percentage point decrease in segment income for Electrical & Fastening Solutions as a percentage of net sales in 2024 from 2023 was primarily the result of:*

- the impact of unfavorable product mix;
- inflationary increases, primarily related to labor costs and raw materials, compared to 2023; and
- investments in digital to drive growth.

*This decrease was partially offset by:*

- increased productivity as a result of supply chain management and manufacturing efficiencies.

*The 3.3 percentage point increase in segment income for Electrical & Fastening Solutions as a percentage of net sales in 2023 from 2022 was primarily the result of:*

- increases in selling prices to mitigate inflationary cost increases;
- increased productivity as a result of supply chain management, manufacturing and manufacturing other efficiencies; and
- the impact of favorable product mix.

*This increase was partially offset by:*

- inflationary increases, primarily related to labor costs, compared to 2022;
- lower sales volume resulting in decreased leverage on fixed expenses; and
- investments in digital, selling and marketing to drive growth.

### Thermal Management

The net sales, segment income and segment income as a percentage of net sales for Thermal Management were as follows:

In millions	Years ended December		% / point change	
	31			
	2023	2022		
Net sales	\$ 594.7	\$ 613.9	(3.1) %	
Segment income	138.5	140.8	(1.6) %	
% of net sales	23.3 %	22.9 %	0.4 pts	

### Net sales

The components of the change in Thermal Management net sales from the prior period were as follows:

**2023 vs 2022**

	2023 vs 2022
Volume	(6.5)%
Price	3.9
Organic growth	(2.6)
Currency	(0.5)
Total	(3.1)%

*The 3.1 percent decrease in Thermal Management net sales in 2023 from 2022 was primarily the result of:*

- organic sales decline of approximately 2.5% and 1.5% from our commercial & residential and industrial businesses, respectively, in 2023 from 2022, partially offset by selective increases in selling prices; and
- unfavorable foreign currency effects.

*This decrease was partially offset by:*

- organic sales growth contribution of approximately 1.0% from our energy business in 2023 from 2022, which includes selective increases in selling price.

#### **Segment income**

The components of the change in Thermal Management segment income as a percentage of net sales from the prior period were as follows:

**2023 vs 2022**

	2023 vs 2022
Growth	(1.7) pts
Price	2.9
Net productivity	(0.8)
Total	0.4 pts

*The 0.4 percentage point increase in segment income for Thermal Management as a percentage of net sales in 2023 from 2022 was primarily the result of:*

- increases in selling prices to mitigate inflationary cost increases; and
- savings generated from restructuring and other lean initiatives.

*This increase was partially offset by:*

- lower sales volume resulting in decreased leverage on fixed expenses; and
- inflationary increases, primarily related to labor costs, compared to 2022.

#### **LIQUIDITY AND CAPITAL RESOURCES**

The primary source of liquidity for our business is cash flows provided by operations. We expect to continue to have cash requirements to support working capital needs and capital expenditures, to pay interest and service debt and to pay dividends to shareholders quarterly. We believe we have the ability and sufficient capacity to meet these cash requirements by using available cash, internally generated funds and borrowing under committed credit facilities. We are focused on increasing our cash flow, while continuing to fund our research and development, sales and marketing and capital investment initiatives. Our intent is to maintain investment grade metrics and a solid liquidity position. As of December 31, 2023 December 31, 2024, we had \$185.1 million \$131.2 million of cash on hand, of which \$31.0 million \$53.2 million is held in certain countries in which the ability to repatriate is limited due to local regulations or significant potential tax consequences.

We experience seasonal cash flows primarily due to increased demand for Electrical & Fastening Solutions products during the spring and summer months in the Northern Hemisphere and increased demand for Thermal Management products and services during the fall and winter months in the Northern Hemisphere.

#### **Operating activities**

Net cash provided by operating activities from continuing operations was \$528.1 million \$501.0 million in 2023, compared to net cash provided by operating activities of \$394.6 million in 2022. Net cash provided by operating activities in 2023 primarily reflects net income from continuing operations of \$543.8 million \$472.0 million, net of non-cash depreciation, amortization, changes in deferred taxes and pension and other-post retirement mark-to-market gain, and a \$3.5 million decrease in net working capital.

Net cash provided by operating activities from continuing operations was \$422.2 million in 2023. Net cash provided by operating activities in 2023 primarily reflects net income from continuing operations of \$420.4 million, net of non-cash depreciation, amortization, changes in deferred taxes and pension and other post-retirement mark-to-market loss, partially offset by a \$17.2 million \$2.4 million increase in net working capital.

Net cash provided by operating activities from continuing operations was \$394.6 million \$273.3 million in 2022. Net cash provided by operating activities in 2022 primarily reflects net income of \$434.1 million \$306.2 million, net of non-cash depreciation, amortization, changes in deferred taxes and pension and other post-retirement mark-to-market gain, partially offset by a \$55.9 million \$47.3 million increase in net working capital.

#### **Investing activities**

Net cash used for investing activities from continuing operations was \$1,164.7 million \$750.8 million in 2024, which primarily related to cash paid for the Trachte acquisition of \$677.7 million, net of cash acquired, and capital expenditures of \$74.0 million.

Net cash used for investing activities from continuing operations was \$1,166.7 million in 2023, which primarily related to cash paid for the ECM Industries and TEXA Industries acquisitions of \$1,120.1 million, net of cash acquired, and capital expenditures of \$71.0 million \$65.6 million.

Net cash used for investing activities from continuing operations was \$52.5 million \$47.1 million in 2022, which primarily related to capital expenditures of \$45.9 million \$40.5 million.

#### **Financing activities**

Net cash provided by financing activities was \$146.2 million in 2024, which primarily related to proceeds from long-term debt of \$500.0 million, partially offset by dividends paid of \$126.8 million, repayments of long-term debt of \$126.5 million and share repurchases of \$100.0 million.

Net cash provided by financing activities was \$516.7 million in 2023, which primarily related to proceeds from long-term debt of \$800.0 million, partially offset by dividends paid of \$116.8 million, repayments of long-term debt of \$101.1 million and share repurchases of \$60.8 million.

Net cash used for financing activities was \$82.1 million in 2022, which primarily related to dividends paid of \$117.0 million, net repayments of revolving credit facility of \$106.7 million and share repurchases of \$65.9 million, partially offset by \$200.0 million of proceeds from long-term debt.

#### **Senior notes**

In March 2018, nVent Finance S.à r.l. ("nVent Finance" or "Subsidiary Issuer"), a 100-percent owned subsidiary of nVent, issued \$300.0 million aggregate principal amount of 3.950% senior notes due 2023 (the "2023 Notes") and \$500.0 million aggregate principal amount of 4.550% senior notes due 2028 (the "2028 Notes").

In November 2021, nVent Finance issued \$300.0 million aggregate principal amount of 2.750% fixed rate senior notes due 2031 (the "2031 Notes"). In December 2021, we redeemed the \$300 million aggregate principal amount of our 3.950% fixed rate senior notes due 2023. We incurred costs of \$15.2 million related to the early extinguishment of the 2023 Notes.

In May 2023, to finance the acquisition of ECM Industries, nVent Finance issued \$500.0 million aggregate principal amount of 5.650% Senior Notes due 2033 (the "2033 Notes" and, collectively with the 2028 Notes and the 2031 Notes, the "Notes").

Interest on the 2028 Notes is payable semi-annually in arrears on April 15 and October 15 of each year, and interest on the 2031 Notes and 2033 Notes is payable semi-annually in arrears on May 15 and November 15 of each year.

The Notes are fully and unconditionally guaranteed as to payment by nVent (the "Parent Company Guarantor"). There are no subsidiaries that guarantee the Notes. The Parent Company Guarantor is a holding company that has no independent assets or operations unrelated to its investments in consolidated subsidiaries. The Subsidiary Issuer is a holding company that has no independent assets or operations unrelated to its investments in consolidated subsidiaries and the issuance of the Notes and other external debt. The Parent Company Guarantor's principal source of cash flow, including cash flow to make payments on the Notes pursuant to the guarantees, is dividends from its subsidiaries. The Subsidiary Issuer's principal source of cash flow is interest income from its subsidiaries. None of the subsidiaries of the Parent Company Guarantor or the Subsidiary Issuer is under any direct obligation to pay or otherwise fund amounts due on the Notes or the guarantees, whether in the form of dividends, distributions, loans or other payments. In addition, there may be statutory and regulatory limitations on the payment of dividends from certain subsidiaries of the Parent Company Guarantor or the Subsidiary Issuer. If such subsidiaries are unable to transfer funds to the Parent Company Guarantor or the Subsidiary Issuer and sufficient cash or liquidity is not otherwise available, the Parent Company Guarantor or the Subsidiary Issuer may not be able to make principal and interest payments on their outstanding debt, including the Notes or the guarantees.

The Notes constitute general unsecured senior obligations of the Subsidiary Issuer and rank equally in right of payment with all existing and future unsubordinated and unsecured indebtedness and liabilities of the Subsidiary Issuer. The guarantees of the Notes by the Parent Company Guarantor

constitute general unsecured obligations of the Parent Company Guarantor and rank equally in right of payment with all existing and future unsubordinated and unsecured indebtedness and liabilities of the Subsidiary Issuer. Subject to certain qualifications and exceptions, the indenture pursuant to which the Notes were issued contains covenants that, among other things, restrict nVent's, nVent Finance's and certain subsidiaries' ability to merge or consolidate with another person, create liens or engage in sale and lease-back transactions.

There are no significant restrictions on the ability of nVent to obtain funds from its subsidiaries by dividend or loan. None of the assets of nVent or its subsidiaries represents restricted net assets pursuant to the guidelines established by the **SEC** Securities and Exchange Commission.

#### **Senior credit facilities**

In September 2021, the Company and its subsidiaries nVent Finance and Hoffman Schroff Holdings, Inc. entered into an amended and restated credit agreement (the "Credit Agreement") with a syndicate of banks providing for a five-year \$300.0 million senior unsecured term loan facility (the "2021 Term Loan Facility") and a five-year \$600.0 million senior unsecured revolving credit facility (the "Revolving Credit Facility" and, together with the 2021 Term Loan Facility, the "Senior Credit Facilities"). Borrowings under the 2021 Term Loan Facility were permitted on a delayed draw basis during the first year of the five-year term of the 2021 Term Loan Facility, and borrowings under the Revolving Credit Facility are permitted from time to time during the full five-year term of the Revolving Credit Facility. In September 2022, nVent exercised the delayed draw provision of the 2021 Term Loan Facility, increasing the total borrowings under the 2021 Term Loan Facility by **\$200.0 million** \$200.0 million to \$300.0 million. nVent Finance has the option to request to increase the Revolving Credit Facility in an aggregate amount of up to **\$300.0 million** \$300.0 million, subject to customary conditions, including the commitment of the participating lenders.

As of **December 31, 2023** December 31, 2024, the borrowing capacity under the Revolving Credit Facility was \$600.0 million.

Borrowings under the Senior Credit Facilities bear interest at a rate equal to an adjusted base rate, the Secured Overnight Financing Rate ("SOFR"), Euro Interbank Offer Rate ("EURIBOR") or Sterling Overnight Index Average ("SONIA"), plus, in each case, an applicable margin. The applicable margin will be based on, at nVent Finance's election, the Company's leverage level or public credit rating.

In April 2023, nVent and nVent Finance entered into a loan agreement providing for another senior unsecured term loan facility of \$300.0 million for five years (the "2023 Term Loan Facility"), which was used to fund the acquisition of ECM Industries. The 2023 Term Loan Facility bears interest at a rate equal to an adjusted base rate or adjusted term SOFR plus, in each case, an applicable margin. The applicable margin will be based on, at nVent Finance's election, the Company's leverage level or public credit rating.

In June 2024, nVent and nVent Finance entered into a new loan agreement providing for an additional senior unsecured term loan facility of \$500.0 million for two years (the "2024 Term Loan Facility"). In July 2024, we partially financed the acquisition of Trachte using the 2024 Term Loan Facility. The 2024 Term Loan Facility bears interest at a rate equal to an adjusted base rate or adjusted term SOFR plus, in each case, an applicable margin. The applicable margin will be based on, at nVent Finance's election, the Company's leverage level or public credit rating.

Our debt agreements contain certain financial covenants, the most restrictive of which are in the Senior Credit Facilities, the 2023 Term Loan Facility and the 2023 2024 Term Loan Facility, including that we may not permit (i) the ratio of our consolidated debt (net of our consolidated unrestricted cash in excess of \$5.0 million but not to exceed \$250.0 million) to our consolidated net income (excluding, among other things, non-cash gains and losses) before interest, taxes, depreciation, amortization and non-cash share-based compensation expense ("EBITDA") on the last day of any period of four consecutive fiscal quarters (each a "testing period") to exceed 3.75 to 1.00 (or, at nVent Finance's election and subject to certain conditions, 4.25 to 1.00 for four testing periods in connection with certain material acquisitions, which we elected in connection with the acquisition of ECM Industries in May 2023 for each of the next four fiscal quarters beginning in the second quarter of 2023 acquisitions) and (ii) the ratio of our EBITDA to our consolidated interest expense for the same period to be less than 3.00 to 1.00. In addition, subject to certain qualifications and exceptions, the Senior Credit Facilities, the 2023 Term Loan Facility and the 2023 2024 Term Loan Facility also contain covenants that, among other things, restrict our ability to create liens, merge or consolidate with another person, make acquisitions and incur subsidiary debt. As of **December 31, 2023** December 31, 2024, we were in compliance with all financial covenants in our debt agreements, and there is no material uncertainty about our ongoing ability to meet those covenants.

#### **Share repurchases**

On May 14, 2021, the Board of Directors authorized the repurchase of our ordinary shares up to a maximum dollar limit of \$300.0 million (the "2021 Authorization"). The 2021 Authorization **expired on July 22, 2024**.

On May 17, 2024, the Board of Directors authorized the repurchase of our ordinary shares up to a maximum dollar limit of \$500.0 million (the "2024 Authorization"). The 2024 Authorization began on **July 23, 2021** July 23, 2024, following the expiration of the 2021 Authorization, and expires on **July 22, 2024** July 22, 2027.

During the year ended **December 31, 2023** December 31, 2024, we repurchased **1.2 million** 1.5 million of our ordinary shares for **\$58.8 million** \$100.0 million under the 2024 Authorization and we did not repurchase ordinary shares under the 2021 Authorization.

As of **December 31, 2023** December 31, 2024, we had **\$81.8 million** \$400.0 million available for share repurchases under the 2021 2024 Authorization.

## Dividends

Dividends paid per ordinary share were \$0.76 for the year ended December 31, 2024 and \$0.70 for both the years ended December 31, 2023 and 2022.

On December 12, 2023 December 16, 2024, the Board of Directors declared a quarterly cash dividend of \$0.19 \$0.20 that was paid on February 2, 2024 February 7, 2025 to shareholders of record at the close of business on January 19, 2024 January 17, 2025. The balance of dividends payable included in Other current liabilities on our Consolidated Balance Sheets was \$33.9 million and \$32.6 million at December 31, 2024 and \$30.4 million at December 31, 2023 and 2022, 2023, respectively.

On February 20, 2024 February 17, 2025, the Board of Directors declared a quarterly cash dividend of \$0.19 \$0.20 per ordinary share payable on May 10, 2024 May 9, 2025 to shareholders of record at the close of business on April 26, 2024 April 25, 2025.

Under Irish law, the payment of future cash dividends and repurchases of shares may be paid only out of nVent Electric plc's "distributable reserves" on its statutory balance sheet. nVent Electric plc is not permitted to pay dividends out of share capital, which includes share premiums. Distributable reserves may be created through the earnings of the Irish parent company and through a reduction in share capital approved by the Irish High Court. Distributable reserves of nVent Electric plc are not linked to a generally accepted accounting principles in the United States of America ("GAAP") reported amount (e.g., retained earnings). Our distributable reserve balance was \$2.7 billion \$2.4 billion and \$2.8 billion \$2.7 billion as of December 31, 2023 December 31, 2024 and 2022, 2023, respectively.

## Authorized shares

Our authorized share capital consists of 400.0 million ordinary shares with a par value of \$0.01 per share.

## Material cash requirements

In general, we require cash to fund working capital investments, acquisitions, capital expenditures, debt and interest payments, taxes, dividends and share repurchases.

Our material contractual cash requirements as of December 31, 2023 December 31, 2024 include principal and interest on long-term debt as well as payments for operating lease liabilities. Servicing these obligations includes the following estimated cash outflows from December 31, 2023 December 31, 2024:

In millions

In millions

In millions	Within 1 year	Greater than 1 year	Total	Within 1 year	Greater than 1 year	Total
Debt obligations						
Interest obligations on fixed-rate debt						
Operating lease obligations, net of sublease rentals						
Lease obligations, net of sublease rentals						
Total						

We also incur purchase obligations in the ordinary course of business that are enforceable and legally binding. We have contractual purchase obligations of \$59.7 million \$66.7 million for 2024, 2025, which represent commitments for raw materials to be utilized in the normal course of business for which all significant terms have been confirmed. Contractual purchase obligations beyond 2024 2025 are not material.

The total gross liability for uncertain tax positions at December 31, 2023 December 31, 2024 was estimated to be \$13.9 million \$11.7 million. We record penalties and interest related to unrecognized tax benefits in Provision (benefit) for income taxes and Net interest expense, respectively in the Consolidated Statements of Operations and Comprehensive Income, which is consistent with our past practices. As of December 31, 2023 December 31, 2024, we have liabilities of \$2.1 million \$2.0 million for the possible payment of penalties and \$2.3 million \$1.4 million related to the possible payment of interest expense, which are recorded in Other current liabilities in the Consolidated Balance Sheet.

## Other financial measures

In addition to measuring our cash flow generation or usage based upon operating, investing and financing classifications included in the Consolidated Statements of Cash Flows, we also measure our free cash flow. Free cash flow is a non-GAAP financial measure that we use to assess our cash flow performance. We believe free cash flow is an important measure of liquidity because it provides us and our investors a measurement of cash generated from operations that is available to pay dividends, make acquisitions, repay debt and repurchase shares. In addition, free cash flow is used as a criterion to measure and pay annual incentive compensation. Our measure of free cash flow may not be comparable to similarly titled measures reported by other companies.

The following table is a reconciliation of free cash flow:

In millions	Years ended December 31			Years ended December 31		
	In millions	2023	2022	In millions	2024	2023
						2022
Net cash provided by (used for) operating activities						
Net cash provided by (used for) operating activities of continuing operations						
Capital expenditures						
Proceeds from sale of property and equipment						
<b>Free cash flow</b>						
<b>Free cash flow</b>						
<b>Free cash flow</b>						
<b>Free cash flow of continuing operations</b>						
Net cash provided by (used for) operating activities of discontinued operations						
Capital expenditures of discontinued operations						
Proceeds from sale of property and equipment of discontinued operations						
<b>Total free cash flow</b>						

#### COMMITMENTS AND CONTINGENCIES

We have been, and in the future may be, made parties to a number of actions filed or have been, and in the future may be, given notice of potential claims relating to the conduct of our business, including those pertaining to commercial or contractual disputes, product liability, environmental, safety and health, patent infringement and employment matters.

While we believe that a material impact on our consolidated financial position, results of operations or cash flows from any such future claims or potential claims is unlikely, given the inherent uncertainty of litigation, a remote possibility exists that a future adverse ruling or unfavorable development could result in future charges that could have a material impact. We do and will continue to periodically re-examine our estimates of probable liabilities and any associated expenses and receivables and make appropriate adjustments to such estimates based on experience and developments in litigation. As a result, the current estimates of the potential impact on our consolidated financial position, results of operations and cash flows for the proceedings and claims described in ITEM 8, Note 17 [18](#) of the Notes to the Consolidated Financial Statements could change in the future.

#### Stand-by Letters of Credit, Bank Guarantees and Bonds

In the ordinary course of business, we are required to commit to bonds, letters of credit and bank guarantees that require payments to our customers for any non-performance. The outstanding face value of these instruments fluctuates with the value of our projects in process and in our backlog. In addition, we issue financial stand-by letters of credit primarily to secure our performance to third parties under self-insurance programs.

As of December 31, 2023 December 31, 2024 and 2022, 2023, the outstanding value of bonds, letters of credit and bank guarantees totaled \$45.5 million \$10.7 million and \$38.0 million \$10.5 million, respectively.

#### CRITICAL ACCOUNTING ESTIMATES

We have adopted various accounting policies to prepare the consolidated financial statements in accordance with GAAP. Our significant accounting policies are more fully described in ITEM 8, Note 1 of the Notes to Consolidated Financial Statements. Certain of our accounting policies require the application of significant judgment by management in selecting the appropriate assumptions for calculating financial estimates. By their nature, these judgments are subject to an inherent degree of uncertainty. These judgments are based on our historical experience, terms of existing contracts, our observance of trends in the industry and information available from other outside sources, as appropriate. We consider an accounting estimate to be critical if:

- it requires us to make assumptions about matters that were uncertain at the time we were making the estimate; and
- changes in the estimate or different estimates that we could have selected would have had a material impact on our financial condition or results of operations.

## **Business Combinations**

Assets and liabilities acquired in a business combination are recorded at their estimated fair values at the acquisition date. Goodwill is recorded when the purchase price exceeds the estimated fair value of the net identifiable tangible and intangible assets acquired. Estimates of intangible asset fair value represent management's best estimate of assumptions and about future events and uncertainties, including significant judgments related to future cash flows, discount rates, margin and revenue growth assumptions including royalty rates and customer attrition rates, and others. Inputs used are generally obtained from historical data supplemented by current and anticipated market conditions and growth rates. If the actual results differ from the estimates and judgments used in these fair values, the amounts recorded in the consolidated financial statements could result in a possible impairment of the intangible assets and goodwill or require acceleration of the amortization expense of finite-lived intangible assets.

Allocations of the purchase price for acquisitions are based on estimates of the fair value of the net assets acquired and are subject to adjustment upon finalization of the purchase price allocation. During this measurement period, which may be up to one year from the acquisition date, we will adjust assets or liabilities if new information is obtained about facts and circumstances that existed as of the acquisition date that, if known, would have resulted in the recognition of those assets and liabilities as of that date. All changes that do not qualify as measurement period adjustments are included in current period earnings.

### ***Impairment of goodwill and indefinite-lived intangibles***

#### ***Goodwill***

Goodwill represents the excess of the cost of acquired businesses over the net of the fair value of identifiable tangible net assets and identifiable intangible assets purchased and liabilities assumed.

Goodwill is tested annually for impairment as of the first day of the fourth quarter, and is tested for impairment more frequently if events or changes in circumstances indicate that the asset might be impaired. The impairment test is performed by comparing the fair value of each reporting unit with its carrying amount, and recognizing an impairment expense for the amount by which the carrying amount exceeds the reporting unit's fair value, not to exceed the total amount of goodwill allocated to the reporting unit.

The fair value of each reporting unit is determined using a discounted cash flow analysis and market approach. Projecting discounted future cash flows requires us to make significant estimates regarding future revenues and expenses, projected capital expenditures, changes in working capital and the appropriate discount rate. Use of the market approach consists of comparisons to comparable publicly-traded companies that are similar in size and industry. Actual results may differ from those used in our valuations.

Determining the fair value of the reporting units required the use of significant judgment, including assumptions about future revenues and expenses, capital expenditures and changes in working capital and discount rates, which are based on our annual operating plan and long-term business plan. These plans take into consideration numerous factors including historical experience, anticipated future economic conditions, and growth expectations for the industries and end markets in which the reporting unit participates. The level of judgment and estimation is inherently high. **We have evaluated numerous factors and made significant assumptions, which include the severity and duration of the business disruption, the potential impact on customer demand, the timing and degree of economic recovery and ultimately, the combined effect of these assumptions on our future operating results and cash flows.** These assumptions are determined over a six year long-term planning period. The six year growth rates for revenues and operating profits vary for each reporting unit being evaluated. Revenues and operating profit beyond **2029** **2030** are projected to grow at a perpetual growth rate of 3.0%.

Discount rate assumptions for each reporting unit take into consideration our assessment of risks inherent in the future cash flows of the respective reporting unit and our weighted-average cost of capital. We utilized a **10.0%** discount rate ranging from **10.5%** to **12.0%** for each reporting unit in determining the discounted cash flows in our fair value analysis.

In estimating fair value using the market approach, we identify a group of comparable publicly-traded companies for each reporting unit that are similar in terms of size and product offering. These groups of comparable companies are used to develop multiples based on total market-based invested capital as a multiple of earnings before interest, taxes, depreciation and amortization ("EBITDA"). We determine our estimated values by applying these comparable EBITDA multiples to the operating results of our reporting units. The ultimate fair value of each reporting unit is determined considering the results of both valuation methods.

**There was no impairment expense recorded in 2024, 2023 or 2022 related to goodwill.** A 10% decrease in the fair values determined in the quantitative impairment assessment for each of the reporting units would not have changed our determination that the fair value of each reporting unit was in excess of its carrying value for **2023**.

**There was no impairment expense recorded in 2023, 2022 or 2021 related to goodwill.** **2024.**

There is a risk that changes in economic and operating conditions affecting the assumptions used in our impairment tests could adversely affect future estimates or fair value and result in additional goodwill or other intangible asset impairment expense in the future.

#### ***Identifiable intangible assets***

Our primary identifiable intangible assets include: customer relationships, trade names, proprietary technologies and patents. Identifiable intangibles with definite lives are amortized and those identifiable intangibles with indefinite lives are not amortized. Identifiable intangible assets that are subject to amortization are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Identifiable intangible assets not subject to amortization are tested for impairment annually or more frequently if events warrant. We complete our annual impairment test during the fourth quarter each year for those identifiable assets not subject to amortization.

The impairment test for trade names consists of a comparison of the fair value of the trade name with its carrying value. Fair value is measured using the relief-from-royalty method. This method assumes the trade name has value to the extent that the owner is relieved of the obligation to pay royalties for the benefits received from them. This method requires us to estimate the future revenue for the related brands, the appropriate royalty rate and the **weighted average** cost of capital. We utilized a royalty rate ranging from 1.0% to 5.5% for each trade name in our fair value analysis.

There was no impairment expense recorded in 2024, 2023 or 2022 related to identifiable intangible assets. A 10% decrease in the fair values determined in the quantitative impairment assessment for each of the trade names would not have changed our determination that the fair value of each trade name was in excess of its carrying value for 2023.

There was no impairment expense recorded in 2023, 2022 or 2021 related to identifiable intangible assets. 2024.

#### **Pension and other post-retirement plans**

We sponsor defined-benefit pension plans and a post-retirement health plan. The defined benefit plans cover certain non-U.S. employees and retirees and the pension benefits are based principally on an employee's years of service and/or compensation levels near retirement.

The amounts recognized in our consolidated financial statements related to our defined-benefit pension and other post-retirement plans are determined from actuarial valuations. Inherent in these valuations are assumptions, including: expected return on plan assets, discount rates and rate of increase in future compensation levels. These assumptions are updated annually and are disclosed for our Direct Plans in ITEM 8, Note 12 13 to the Notes to Consolidated Financial Statements. Differences in actual experience or changes in assumptions may affect our pension and other post-retirement obligations and future expense.

We recognize changes in the fair value of plan assets and net actuarial gains or losses for pension and other post-retirement benefits annually in the fourth quarter each year ("mark-to-market adjustment") and, if applicable, in any quarter in which an interim remeasurement is triggered. Net actuarial gains and losses occur when the actual experience differs from any of the various assumptions used to value our pension and other post-retirement plans or when assumptions change, as they may each year. The primary factors contributing to actuarial gains and losses each year are (1) changes in the discount rate used to value pension and other post-retirement benefit obligations as of the measurement date and (2) differences between the expected and the actual return on plan assets. This accounting method also results in the potential for volatile and difficult to forecast mark-to-market adjustments. Mark-to-market adjustments resulted in a pre-tax gain of \$0.1 million in 2024, a pre-tax loss of \$13.9 \$13.4 million in 2023, and a pre-tax gain of \$66.3 million and \$15.2 \$61.9 million in 2022 and 2021, respectively. The remaining components of pension expense, including service and interest costs and estimated return on plan assets, are recorded on a quarterly basis as ongoing pension expense.

#### **Discount rates**

The discount rate reflects the current rate at which the pension liabilities could be effectively settled at the end of the year based on our December 31 measurement date. The discount rates on our pension plans ranged from 1.00% to 4.88% 5.39%, 1.00% to 5.25% 4.88% and 0.25% 1.00% to 3.25% 5.22% in 2024, 2023 2022 and 2021, 2022, respectively. The discount rates are determined by matching high-quality, fixed-income debt instruments with maturities corresponding to the expected timing of benefit payments as of the annual measurement date for each of the various plans. There are no known or anticipated changes in our discount rate assumptions that will materially impact our pension expense in 2024, 2025.

#### **Expected rates of return**

The expected rates of return on our pension plan assets ranged from 1.00% to 5.50% 3.25%, 1.00% to 4.75% 3.75% and 1.00% to 4.50% 2.25% in 2024, 2023 2022 and 2021, 2022, respectively. The expected rate of return is designed to be a long-term assumption that may be subject to considerable year-to-year variance from actual returns. In developing the expected long-term rate of return, we considered our historical returns, with consideration given to forecasted economic conditions, our asset allocations, input from external consultants and broader long-term market indices. Any difference in the expected rate and actual returns will be included with the actuarial gain or loss recorded in the fourth quarter when our plans are remeasured.

#### **Sensitivity to changes in key assumptions**

A 0.25 percentage point change in the discount rates used to measure our pension and other post-retirement benefit plans is estimated to have an impact on our total projected benefit obligation of approximately \$6.1 million \$4.6 million. A 0.25 percentage point change in the assumed rate of return on pension assets or discount rates for our pension and other post-retirement benefit plans is estimated to have no material impact on our ongoing pension expense. These estimates exclude any potential mark-to-market adjustments.

#### **Income taxes**

In determining taxable income for financial statement purposes, we must make certain estimates and judgments. These estimates and judgments affect the calculation of certain tax liabilities and the determination of the recoverability of certain of the deferred tax assets, which arise from temporary differences between the tax and financial statement recognition of revenue and expense. In evaluating our ability to recover our deferred tax assets we consider all available positive and negative evidence including our past operating results, the existence of cumulative losses in the most recent years and our forecast of future taxable income. In estimating future taxable income, we develop assumptions including the amount of future pre-tax operating income, the reversal of temporary differences and the implementation of feasible and prudent tax planning strategies. These assumptions require significant judgment about the forecasts of future taxable income and are consistent with the plans and estimates we are using to manage the underlying businesses.

We maintain valuation allowances with respect to our deferred tax assets unless it is more likely than not that all or a portion of such deferred tax assets will be realized. Our income tax expense recorded in the future may be reduced to the extent of decreases in our valuation allowances. The realization of our remaining deferred tax assets is primarily dependent on future taxable income in the appropriate jurisdiction. Any reduction in future taxable income including but not limited to any future restructuring activities may require that we record an additional valuation allowance against our deferred tax assets. An increase in the valuation allowance could result in additional income tax expense in such period and could have a significant impact on our future earnings.

Changes in tax laws and rates could also affect recorded deferred tax assets and liabilities in the future. Management records the effect of a tax rate or law change on nVent's deferred tax assets and liabilities in the period of enactment. Future tax rate or law changes could have a material effect on nVent's financial condition, results of operations or cash flows.

In addition, the calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax regulations in a multitude of jurisdictions across our global operations. We perform reviews of our income tax positions on a quarterly basis and accrue for uncertain tax positions. We recognize potential liabilities and record tax liabilities for anticipated tax audit issues in the tax jurisdictions in which we operate based on our estimate of whether, and the extent to which, additional taxes will be due. These tax liabilities are reflected net of related tax loss carryforwards. As events change or resolution occurs, these liabilities are adjusted, such as in the case of audit settlements with taxing authorities. The ultimate resolution may result in a payment that is materially different from our current estimate of the tax liabilities. If our estimate of tax liabilities proves to be less than the ultimate assessment, an additional charge to expense would result. If payment of these amounts ultimately proves to be less than the recorded amounts, the reversal of the liabilities would result in tax benefits being recognized in the period when we determine the liabilities are no longer necessary. We recognize the effect of income tax positions only if those positions are more likely than not to be sustained. Recognized income tax positions are measured at the largest amount that is more likely than not to be realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

#### **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Market risk is the potential economic loss that may result from adverse changes in the fair value of financial instruments. We are exposed to various market risks, including changes in interest rates and foreign currency rates. Periodically, we use derivative financial instruments for the purpose of hedging interest rate and currency exposures. The major accounting policies and utilization of these instruments is described more fully in ITEM 8, Note 1 of the Notes to Consolidated Financial Statements.

##### **Foreign currency risk**

We conduct business in various locations throughout the world and are subject to market risk due to changes in the value of foreign currencies in relation to our reporting currency, the U.S. dollar. Periodically, we use derivative financial instruments to manage these risks. The functional currencies of our foreign operating locations are generally the local currency in the country of domicile. We manage these operating activities at the local level and revenues, costs, assets and liabilities are generally denominated in local currencies, thereby mitigating the risk associated with changes in foreign exchange. However, our results of operations and assets and liabilities are reported in U.S. dollars and thus will fluctuate with changes in exchange rates between such local currencies and the U.S. dollar.

From time to time, we may enter into foreign currency contracts to hedge certain foreign currency risks. As the majority of our foreign currency contracts have an original maturity date of less than one year, there is no material risk of fluctuations in the value of these contracts. Counterparties to all derivative contracts are major financial institutions. All instruments are entered into for other than trading purposes.

At December 31, 2023 December 31, 2024 and 2022, 2023, we had outstanding foreign currency derivative contracts, including those related to cross currency swaps that qualify as a hedge of future cash flows, with gross notional U.S. dollar equivalent amounts of \$344.3 million \$259.3 million and \$462.6 million \$340.5 million, respectively. Changes in the fair value of all derivatives that do not qualify as a hedge of future cash flows are recognized immediately in income. Gains and losses related to a hedge are deferred and recorded in the Consolidated Balance Sheets as a component of Accumulated other comprehensive loss and subsequently recognized in the Consolidated Statements of Operations and Comprehensive Income when the hedged item affects earnings.

At December 31, 2023 December 31, 2024 and 2022, 2023, we had a gross notional U.S. dollar equivalent amount of \$133.3 million \$135.6 million and \$63.7 million \$133.3 million designated as a net investment hedge for a portion of our net investment in our Euro denominated subsidiaries. The hedge is intended to reduce, but will not eliminate, the impact on our financial results of changes in the exchange rate between the Euro and the U.S. dollar. The currency risk related to the net investment hedge is measured by estimating the potential impact of a 10% change in the value of the U.S. dollar relative to the Euro. The rates used to perform this analysis were based on the market exchange rates in effect on December 31, 2023 December 31, 2024. A 10% appreciation or a 10% depreciation of the U.S. dollar relative to the Euro would result in a change in *Accumulated other comprehensive loss* of \$13.3 million \$13.6 million. However, the change in *Accumulated other comprehensive loss* would be offset by decreases or increases in the hedged net investments on our balance sheet due to currency translation.

#### **Interest rate risk**

Our debt portfolio as of December 31, 2023 December 31, 2024 was comprised of debt denominated in U.S. dollars. The debt portfolio is comprised of approximately 73% 60% fixed-rate debt and 27% 40% variable-rate debt. Changes in interest rates have different impacts on the fixed and variable-rate portions of our debt portfolio. A change in interest rates on the fixed portion of the debt portfolio impacts the fair value, but has no impact on interest incurred or cash flows. A change in interest rates on the variable portion of the debt portfolio impacts the interest incurred and cash flows but does not impact the net financial instrument position.

Based on the fixed-rate debt included in our debt portfolio, as of December 31, 2023 December 31, 2024, a 100 basis point increase or decrease in interest rates would result in a \$72.5 million \$63.1 million decrease or a \$78.2 million \$67.5 million increase in fair value, respectively.

Based on the variable-rate debt included in our debt portfolio as of December 31, 2023 December 31, 2024, a 100 basis point increase or decrease in interest rates would result in a \$4.9 million \$8.7 million increase or decrease in interest incurred.

## **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

### **MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

Management of nVent Electric plc and its subsidiaries (the "Company") is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) of the Securities Exchange Act of 1934. The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company's internal control over financial reporting includes those policies and procedures that (1) pertain to maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of the financial statements in accordance with generally accepted accounting principles and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of the effectiveness of internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2023 December 31, 2024. In making this assessment, management used the criteria for effective internal control over financial reporting described in *Internal Control-Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, management believes that, as of December 31, 2023 December 31, 2024, the Company's internal control over financial reporting was effective based on those criteria.

In May 2023, July 2024, the Company acquired ECM Investors, Trachte, LLC the parent of ECM Industries, LLC ("ECM Industries" Trachte"). The Company is continuing to integrate ECM Industries Trachte into its internal control over financial reporting, and management's evaluation of the effectiveness of the Company's internal control over financial reporting excluded ECM Industries Trachte as of December 31, 2023 December 31, 2024. ECM Industries Trachte accounted for approximately 4% 2% of total assets, excluding acquired goodwill and identifiable intangible assets which are included within the scope of management's assessment, and approximately 7% 4% of total net sales included within the consolidated financial statements of nVent Electric plc as of and for the fiscal year ended December 31, 2023 December 31, 2024.

Our independent registered public accounting firm, Deloitte & Touche LLP, has issued an attestation report on the Company's internal control over financial reporting as of December 31, 2023 December 31, 2024. That attestation report is set forth immediately following this management report.

Beth A. Wozniak  
Chief Executive Officer

Sara E. Zawoyski  
Executive Vice President and Chief Financial Officer

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of nVent Electric plc  
London, United Kingdom

### Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of nVent Electric plc and subsidiaries (the "Company") as of December 31, 2023 December 31, 2024, based on criteria established in *Internal Control — Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023 December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements as of and for the year ended December 31, 2023 December 31, 2024, of the Company and our report dated February 20, 2024 February 18, 2025, expressed an unqualified opinion on those financial statements.

As described in *Management's Report on Internal Control over Financial Reporting*, management excluded from its assessment the internal control over financial reporting at ECM Industries, Trachte, LLC, which was acquired on May 18, 2023 July 16, 2024, and whose financial statements constitute approximately 4% 2% of total assets, excluding acquired goodwill and identifiable intangible assets which are included within the scope of management's assessment, and approximately 7% 4% of total net sales included within the consolidated financial statements of nVent Electric plc as of and for the year ended December 31, 2023 December 31, 2024. Accordingly, our audit did not include the internal control over financial reporting at ECM Industries, Trachte, LLC.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Report on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Minneapolis, Minnesota  
February 20, 2024 18, 2025

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of nVent Electric plc  
London, United Kingdom

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of nVent Electric plc and subsidiaries (the "Company") as of **December 31, 2023**, **December 31, 2024** and **2022**, the related consolidated statements of **operations** and other comprehensive income, **(loss)**, changes in equity, and cash flows, for each of the three years in the period ended **December 31, 2023** **December 31, 2024**, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of **December 31, 2023** **December 31, 2024** and **2022**, and the results of its operations and its cash flows for each of the three years in the period ended **December 31, 2023** **December 31, 2024**, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of **December 31, 2023** **December 31, 2024**, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated **February 20, 2024** **February 18, 2025**, expressed an unqualified opinion on the Company's internal control over financial reporting.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matters Matter

The critical audit **matters** **matter** communicated below are **matters** **is a matter** arising from the current-period audit of the financial statements that **were** **was** communicated or required to be communicated to the audit committee and that (1) **relate** **relates** to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit **matters** **matter** below, providing a separate opinion on the critical audit **matters** **matter** or on the accounts or disclosures to which they **relate**, **it relates**.

### Goodwill - Thermal Management Reporting Unit - Refer to Notes 1 and 6 to the financial statements

#### Critical Audit Matter Description

The Company's evaluation of goodwill for impairment involves the comparison of the fair value of each reporting unit to its carrying value. The Company determines the fair value of its reporting units using income and market approaches. The determination of the fair value using an income approach involves the use of a discounted cash flow model that requires management to make significant estimates and assumptions related to future revenues and expenses, projected capital expenditures, changes in working capital and discount rates. The determination of the fair value using the market approach requires management to make significant assumptions related to earnings before interest, taxes, depreciation, and amortization ("EBITDA") multiples. The goodwill balance for the Thermal Management reporting unit was \$713.0 million as of December 31, 2023, and no impairment was recognized as the fair value of the reporting unit exceeded its carrying value as of the measurement date.

Given the significant judgments made by management to estimate the fair value of the reporting unit and the difference between the fair value and carrying value, performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to selection of the discount rates, EBITDA multiples, and forecasts of future revenues and operating margins, required a high degree of auditor judgment and an increased extent of effort, including the need to involve fair value specialists.

#### How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to significant estimates and assumptions for the Thermal Management reporting unit included the following, among others:

- We tested the effectiveness of controls over goodwill, including those over the underlying assumptions to forecast future revenue and operating margins, the selection of the discount rate, and the selection of the EBITDA multiples.
- We evaluated management's ability to accurately forecast future revenues and operating margins by comparing actual results to management's historical forecasts.
- We evaluated the reasonableness of management's forecasts by comparing the forecasts to (1) historical results, (2) internal communications to management and the Board of Directors, and (3) forecasted information included in Company press releases, industry reports and analyst reports of the Company and companies in its peer group.
- With the assistance of our fair value specialists, we evaluated the discount rate, including testing the underlying source information and the mathematical accuracy of the calculations, and developing a range of independent estimates and comparing those to the discount rate selected by management.
- With the assistance of our fair value specialists, we evaluated the EBITDA multiples used in estimating fair value, including testing the underlying source information and mathematical accuracy of the calculations, and comparing the multiples selected by management to its guideline companies.
- With the assistance of our fair value specialists, we compared the aggregated fair value estimates of the Company's reporting units to the Company's market capitalization and evaluated the implied control premium.

**Acquisitions - Valuation of **ECM Industries** **Trachte** Acquired Customer Relationship Intangible Asset — Refer to Note 5 to the financial statements**

*Critical Audit Matter Description*

On **May 18, 2023** **July 16, 2024**, the Company completed the acquisition of **ECM Investors, Trachte, LLC** the parent of **ECM Industries, LLC** ("ECM Industries"), for consideration paid of **\$1.1 billion** **\$687.5 million**. The Company accounted for the acquisition under the acquisition method of accounting for business combinations. Accordingly, the purchase price was allocated to the assets acquired and liabilities assumed based on their respective fair values, including a customer relationship intangible asset of **\$381.7 million** **\$206.6 million**. Management estimated the fair value of the customer relationship intangible asset using the multi-period excess earnings method, which is a specific discounted cash flow method. The fair value determination of the customer relationship intangible asset required management to make significant estimates and assumptions related to future cash flows, including earnings before interest and taxes ("EBIT") margin, and revenue growth assumptions, and the selection of the discount and customer attrition rates.

We identified the valuation of the **ECM Industries** **Trachte** customer relationship intangible asset as a critical audit matter because of the significant estimates and assumptions management made to estimate the fair value of this asset. This required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists, when performing audit procedures to evaluate the reasonableness of management's forecasts of future cash flows, including margin and revenue growth assumptions, and the selection of the discount and customer attrition rates for the customer relationship intangible asset.

*How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to the forecasts of future cash flows, including the margin and revenue growth rates, and the selection of the discount and customer attrition rates for the acquired customer relationship intangible asset included the following, among others:

- We tested the effectiveness of controls over the valuation of the acquired customer relationship intangible asset, including management's controls over forecasts of future cash flows, including EBIT margin and revenue growth assumptions, and the selection of the discount and customer attrition rates.
- We assessed the reasonableness of management's forecasts of future cash flows, including EBIT margin and revenue growth assumptions, by comparing the projections to historical results for **ECM Industries, Trachte**, certain peer companies' historical results, and industry reports.
- With the assistance of our fair value specialists, we evaluated the reasonableness of (1) the valuation methodology and (2) the discount and customer attrition rates by:
  - Testing the source information underlying the determination of the discount and customer attrition rates.
  - Comparing the selected customer attrition rate to the historical customer attrition rate observed by **ECM Industries, Trachte**.
  - Testing the mathematical accuracy of the discount and customer attrition rate calculations.
  - Developing a range of independent estimates and comparing those to the discount rate and customer attrition rate selected by management.

/s/ Deloitte & Touche LLP

Minneapolis, Minnesota

February 20, 2024

We have served as the Company's auditor since 2017.

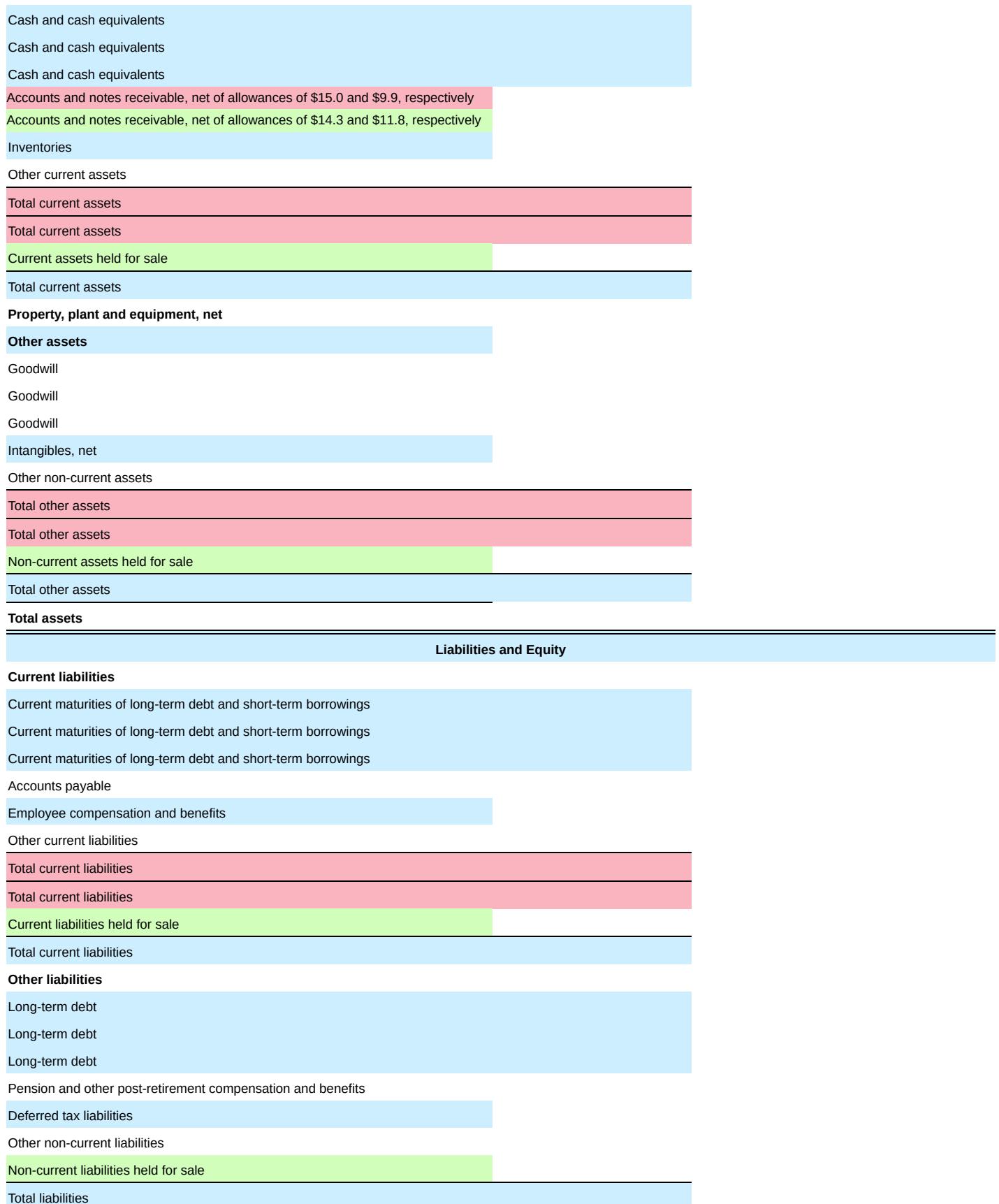
nVent Electric plc									
Consolidated Statements of Operations and Comprehensive Income									
In millions, except per share data	Years ended December			Years ended December			Years ended December		
	31			31			31		
	2023	2022	2021	2024	2023	2022	2024	2023	2022
Net sales									
Cost of goods sold									
Gross profit									
Selling, general and administrative									
Research and development									
Operating income									
Operating income									
Operating income									
Net interest expense									
Net interest expense									
Net interest expense									
Net interest expense									
Loss on early extinguishment of debt									
Gain on sale of investment									
Gain on sale of investment									
Gain on sale of investment									
Other expense (income)									
Income before income taxes									
Provision (benefit) for income taxes									
<b>Net income from continuing operations</b>									
Income from discontinued operations, net of tax									
Income from discontinued operations, net of tax									
Income from discontinued operations, net of tax									
<b>Net income</b>									
<b>Net income</b>									
<b>Net income</b>									
<b>Comprehensive income, net of tax</b>									
Net income									
Net income									
Net income									
Changes in cumulative translation adjustment									
Changes in market value of derivative financial instruments, net of tax									

Changes in market value of derivative financial instruments, net of tax	
Changes in market value of derivative financial instruments, net of tax	
<b>Comprehensive income</b>	
Comprehensive income	
Earnings per ordinary share	
Comprehensive income	
Earnings per ordinary share	
<b>Comprehensive income</b>	
Earnings per ordinary share	
Basic	
Basic	
Basic	
Continuing operations	
Continuing operations	
Continuing operations	
Discontinued operations	
Basic earnings per ordinary share	
Diluted	
Diluted	
Diluted	
<b>Weighted average ordinary shares outstanding</b>	
<b>Weighted average ordinary shares outstanding</b>	
<b>Weighted average ordinary shares outstanding</b>	
Continuing operations	
Continuing operations	
Continuing operations	
Discontinued operations	
Diluted earnings per ordinary share	
<b>Weighted-average ordinary shares outstanding</b>	
Basic	
Basic	
Basic	
Diluted	

See accompanying notes to consolidated financial statements.

**nVent Electric plc**  
**Consolidated Balance Sheets**

		December 31	December 31
		In millions, except per share data	
		2023	2022
<i>In millions, except per share data</i>			
<b>Assets</b>			
<b>Current assets</b>			



Total liabilities
Total liabilities
Commitments and Contingencies (Note 17)
Commitments and Contingencies (Note 18)
<b>Equity</b>
<b>Equity</b>
<b>Equity</b>
Ordinary shares \$0.01 par value, 400.0 million authorized, 165.1 million and 165.3 million issued at December 31, 2023 and 2022, respectively
Ordinary shares \$0.01 par value, 400.0 million authorized, 165.0 million and 165.1 million issued at December 31, 2024 and 2023, respectively
Ordinary shares \$0.01 par value, 400.0 million authorized, 165.1 million and 165.3 million issued at December 31, 2023 and 2022, respectively
Ordinary shares \$0.01 par value, 400.0 million authorized, 165.0 million and 165.1 million issued at December 31, 2024 and 2023, respectively
Ordinary shares \$0.01 par value, 400.0 million authorized, 165.1 million and 165.3 million issued at December 31, 2023 and 2022, respectively
Ordinary shares \$0.01 par value, 400.0 million authorized, 165.0 million and 165.1 million issued at December 31, 2024 and 2023, respectively
Additional paid-in capital
Additional paid-in capital
Additional paid-in capital
Retained earnings
Accumulated other comprehensive loss
<b>Total equity</b>
<b>Total equity</b>
<b>Total equity</b>
<b>Total liabilities and equity</b>

See accompanying notes to consolidated financial statements.

**nVent Electric plc**  
**Consolidated Statements of Cash Flows**

<i>In millions</i>	<b>Years ended December 31</b>		
	<b>2023</b>	<b>2022</b>	<b>2021</b>
<b>Operating activities</b>			
Net income	\$ 567.1	\$ 399.8	\$ 272.9
<b>Adjustments to reconcile net income to net cash provided by (used for) operating activities</b>			
Depreciation	51.7	43.5	40.9
Amortization	89.7	70.7	67.5
Deferred income taxes	(178.6)	(13.6)	(18.8)
Share-based compensation	23.5	25.0	16.6
Loss on early extinguishment of debt	—	—	15.2
Gain on sale of property and equipment	(1.1)	—	—
Gain on sale of investment	(10.3)	—	—
Amortization of bridge financing debt issuance costs	3.6	—	—
Pension and other post-retirement expense (income)	21.6	(61.4)	(9.5)
Pension and other post-retirement contributions	(6.5)	(5.5)	(6.5)

<b>Changes in assets and liabilities, net of effects of business acquisitions</b>			
Accounts and notes receivable	(21.3)	(45.9)	(104.2)
Inventories	20.1	(34.7)	(74.0)
Other current assets	(12.9)	13.4	(7.6)
Accounts payable	(2.1)	(4.7)	73.7
Employee compensation and benefits	—	(2.1)	43.6
Other current liabilities	(1.0)	18.1	59.3
Other non-current assets and liabilities	(15.4)	(8.0)	4.2
Net cash provided by (used for) operating activities	528.1	394.6	373.3
<b>Investing activities</b>			
Capital expenditures	(71.0)	(45.9)	(39.5)
Proceeds from sale of property and equipment	7.5	2.0	0.6
Proceeds from sale of investment	14.1	—	—
Settlement of net investment hedge	4.8	—	—
Acquisitions, net of cash acquired	(1,120.1)	(8.6)	(235.1)
Net cash provided by (used for) investing activities	(1,164.7)	(52.5)	(274.0)
<b>Financing activities</b>			
Net (repayments) receipts of revolving credit facility	—	(106.7)	72.1
Proceeds from long-term debt	800.0	200.0	300.0
Repayments of long-term debt	(101.1)	(10.0)	(318.7)
Settlement of cash flow hedge	4.5	10.0	—
Settlement of interest rate swap	—	—	9.6
Debt issuance costs	(11.2)	—	(5.4)
Premium paid on early extinguishment of debt	—	—	(15.2)
Dividends paid	(116.8)	(117.0)	(117.7)
Shares issued to employees, net of shares withheld	2.1	7.5	20.0
Repurchases of ordinary shares	(60.8)	(65.9)	(111.5)
Net cash provided by (used for) financing activities	516.7	(82.1)	(166.8)
<b>Effect of exchange rate changes on cash and cash equivalents</b>			
Change in cash and cash equivalents	7.5	(12.0)	(5.5)
Cash and cash equivalents, beginning of year	297.5	49.5	122.5
<b>Cash and cash equivalents, end of year</b>	<b>\$ 185.1</b>	<b>\$ 297.5</b>	<b>\$ 49.5</b>

#### Supplemental cash flow information

Cash paid for interest, net	\$ 103.2	\$ 49.2	\$ 43.0
Cash paid for income taxes, net	\$ 112.4	\$ 87.3	\$ 61.3

<i>In millions</i>	<b>Years ended December 31</b>		
	<b>2024</b>	<b>2023</b>	<b>2022</b>
<b>Operating activities</b>			
Net income	\$ 331.8	\$ 567.1	\$ 399.8
Less: Income from discontinued operations, net of tax	91.0	107.4	106.7
Net income from continuing operations	240.8	459.7	293.1
<b>Adjustments to reconcile net income to net cash provided by (used for) operating activities of continuing operations</b>			

Depreciation	51.3	43.7	36.1
Amortization	94.7	69.5	50.3
Deferred income taxes	85.3	(165.9)	(11.4)
Share-based compensation	27.3	21.8	23.3
Impairment of equity investments	8.8	—	—
Release of guarantee liability	(12.5)	—	—
Gain on sale of investment	—	(10.3)	—
Amortization of bridge financing debt issuance costs	2.2	3.6	—
Pension and other post-retirement expense (income)	5.4	19.9	(58.0)
Pension and other post-retirement contributions	(4.7)	(4.8)	(4.1)
<b>Changes in assets and liabilities, net of effects of business acquisitions</b>			
Accounts and notes receivable	38.6	(22.4)	(42.1)
Inventories	(0.6)	21.9	(20.9)
Other current assets	(20.2)	(11.3)	3.0
Accounts payable	1.5	7.5	(5.4)
Employee compensation and benefits	(10.8)	3.4	(3.6)
Other current liabilities	(5.0)	(1.5)	21.7
Other non-current assets and liabilities	(1.1)	(12.6)	(8.7)
Net cash provided by (used for) operating activities of continuing operations	501.0	422.2	273.3
Net cash provided by (used for) operating activities of discontinued operations	142.1	105.9	121.3
Net cash provided by (used for) operating activities	643.1	528.1	394.6
<b>Investing activities</b>			
Capital expenditures	(74.0)	(65.6)	(40.5)
Proceeds from sale of property and equipment	0.5	0.1	2.0
Proceeds from sale of investment	—	14.1	—
Settlement of net investment hedge	0.4	4.8	—
Acquisitions, net of cash acquired	(677.7)	(1,120.1)	(8.6)
Net cash provided by (used for) investing activities of continuing operations	(750.8)	(1,166.7)	(47.1)
Net cash provided by (used for) investing activities of discontinued operations	(7.6)	2.0	(5.4)
Net cash provided by (used for) investing activities	(758.4)	(1,164.7)	(52.5)
<b>Financing activities</b>			
Net (repayments) receipts of revolving credit facility	—	—	(106.7)
Proceeds from long-term debt	500.0	800.0	200.0
Repayments of long-term debt	(126.5)	(101.1)	(10.0)
Settlement of cash flow hedge	—	4.5	10.0
Debt issuance costs	(3.9)	(11.2)	—
Dividends paid	(126.8)	(116.8)	(117.0)
Shares issued to employees, net of shares withheld	3.4	2.1	7.5
Repurchases of ordinary shares	(100.0)	(60.8)	(65.9)
Net cash provided by (used for) financing activities	146.2	516.7	(82.1)
<b>Effect of exchange rate changes on cash and cash equivalents</b>	(26.1)	7.5	(12.0)
<b>Change in cash and cash equivalents</b>	4.8	(112.4)	248.0
Cash and cash equivalents, beginning of year	179.6	290.0	43.8
Cash and cash equivalents within assets held for sale, beginning of period	5.5	7.5	5.7

Less: Cash and cash equivalents within assets held for sale, end of period	58.7	5.5	7.5
<b>Cash and cash equivalents, end of year</b>	<b>\$ 131.2</b>	<b>\$ 179.6</b>	<b>\$ 290.0</b>
<b>Supplemental cash flow information</b>			
Cash paid for interest, net	\$ 134.8	\$ 103.2	\$ 49.2
Cash paid for income taxes, net	\$ 120.2	\$ 112.4	\$ 87.3

See accompanying notes to consolidated financial statements.

**nVent Electric plc**  
**Consolidated Statements of Changes in Equity**

*In millions*

<i>In millions</i>	<i>In millions</i>	Ordinary shares	Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Total <i>In millions</i>	Ordinary shares	Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Total
<b>Balance - December 31, 2020</b>											
<b>Balance - December 31, 2020</b>											
<b>Balance - December 31, 2020</b>											
Net income											
Other comprehensive income (loss), net of tax											
Other comprehensive income (loss), net of tax											
Other comprehensive income (loss), net of tax											
Dividends declared											
Dividends declared											
Dividends declared											
Share repurchases											
Share repurchases											
Share repurchases											
Exercise of options, net of shares tendered for payment											
Exercise of options, net of shares tendered for payment											
Exercise of options, net of shares tendered for payment											
Issuance of restricted shares, net of cancellations											

Shares surrendered by employees to pay taxes
Share-based compensation
<b>Balance - December 31, 2021</b>
<b>Balance - December 31, 2021</b>
<b>Balance - December 31, 2021</b>
Net income
Other comprehensive income (loss), net of tax
Other comprehensive income (loss), net of tax
Other comprehensive income (loss), net of tax
Dividends declared
Dividends declared
Dividends declared
Share repurchases
Share repurchases
Share repurchases
Exercise of options, net of shares tendered for payment
Exercise of options, net of shares tendered for payment
Exercise of options, net of shares tendered for payment
Issuance of restricted shares, net of cancellations
Shares surrendered by employees to pay taxes
Share-based compensation
<b>Balance - December 31, 2022</b>
<b>Balance - December 31, 2022</b>
<b>Balance - December 31, 2022</b>
Net income

Other comprehensive  
income (loss), net of tax  
Other comprehensive  
income (loss), net of tax  
Other comprehensive  
income (loss), net of tax

Dividends declared

Dividends declared

Dividends declared

Share repurchases

Share repurchases

Share repurchases

Exercise of options, net of  
shares tendered for  
payment

Exercise of options, net of  
shares tendered for  
payment

Exercise of options, net of  
shares tendered for  
payment

Issuance of restricted  
shares, net of  
cancellations

Shares surrendered by  
employees to pay taxes

Share-based  
compensation

**Balance - December 31,  
2023**

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**Balance - December 31,  
2023**

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**Balance - December 31,  
2023**

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Net income  
Other comprehensive  
income (loss), net of tax  
Other comprehensive  
income (loss), net of tax  
Other comprehensive  
income (loss), net of tax  
Dividends declared  
Dividends declared  
Dividends declared  
Share repurchases  
Share repurchases

Share repurchases
Exercise of options, net of shares tendered for payment
Exercise of options, net of shares tendered for payment
Exercise of options, net of shares tendered for payment
Issuance of restricted shares, net of cancellations
Shares surrendered by employees to pay taxes
Share-based compensation
<b>Balance - December 31, 2024</b>
<b>Balance - December 31, 2024</b>
<b>Balance - December 31, 2024</b>

See accompanying notes to consolidated financial statements.

#### **nVent Electric plc**

#### **Notes to consolidated financial statements**

#### **1. Basis of Presentation and Summary of Significant Accounting Policies**

##### **Business**

nVent Electric plc ("nVent," "we," "us," "our" or the "Company") is a leading global provider of electrical connection and protection solutions. The Company is comprised of **three** **two** reporting segments: Enclosures and Electrical & Fastening **Solutions and Thermal Management** **Solutions**.

The Company was incorporated in Ireland on May 30, 2017. Although our jurisdiction of organization is Ireland, we manage our affairs so that we are centrally managed and controlled in the United Kingdom (the "U.K.") and have tax residency in the U.K.

##### **Basis of presentation**

The consolidated financial statements have been prepared in United States ("U.S.") dollars ("USD") and in accordance with accounting principles generally accepted in the United States of America ("GAAP"). Intercompany accounts and transactions have been eliminated.

Revenues, expenses, cash flows, assets and liabilities can and do vary during each quarter of the year.

On July 31, 2024, we entered into a definitive agreement to sell our Thermal Management business to BCP VI Summit Holdings LP (as assignee of BCP Acquisitions LLC), an affiliate of funds managed by Brookfield Asset Management, for a purchase price of \$1.7 billion in cash, subject to certain customary purchase price adjustments. As a result of the agreement, the Thermal Management business met the criteria set forth in Accounting Standards Codification ("ASC") 205-20 to be presented as a discontinued operation and the related assets and liabilities have been reclassified as held for sale for all periods presented. The Thermal Management business was previously disclosed as a stand-alone reporting segment. The Thermal Management business' results of operations and the related cash flows have been reclassified to *Income from discontinued operations, net of tax* in the Consolidated Statements of Operations and Comprehensive Income and cash flows from discontinued operations in the Consolidated Statements of Cash Flows, respectively, for all periods presented. We completed the sale of the Thermal Management business on January 30, 2025. For additional information regarding this transaction and its effect on our financial reporting, see Note 6 below.

## **Fiscal year**

Our fiscal year ends on December 31. We report our interim quarterly periods on a calendar quarter basis.

## **Use of estimates**

The preparation of our consolidated financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the amounts reported in these consolidated financial statements and accompanying notes, disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates include our accounting for valuation of goodwill and indefinite lived intangible assets, estimated losses on accounts receivable, estimated realizable value on excess and obsolete inventory, over-time revenue recognition, assets acquired and liabilities assumed in acquisitions, contingent liabilities, income taxes and pension and other post-retirement benefits. Actual results could differ from our estimates.

## **Revenue recognition**

Revenue is recognized when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for transferring those goods or providing services. We account for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and collectability of consideration is probable.

When determining whether the customer has obtained control of the goods or services, we consider any future performance obligations. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is the unit of account in Accounting Standards Codification 606 - Revenue from Contracts with Customers. Generally, there is no post-shipping obligation on product sold other than warranty obligations in the normal and ordinary course of business, except where our products are utilized in projects where additional services such as installation are performed.

The timing of satisfaction of the Company's performance obligations does not significantly vary from the typical timing of payment.

**Contract** A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is the unit of account for purposes of revenue recognition. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The majority of our contracts have a single performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. For contracts with multiple performance obligations, stand-alone selling price is generally readily observable.

## **nVent Electric plc**

### **Notes to consolidated financial statements**

Our performance obligations are satisfied at a point in time or over time as work progresses. Revenue from products and services transferred to customers at a point in time accounted for 76%, 76% 79% and 73% 79% of our revenue for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively. Revenue on these contracts is recognized when obligations under the terms of the contract with our customer are satisfied; generally this occurs with the transfer of control upon shipment.

Revenue from products and services transferred to customers over time accounted for 24%, 24% 21% and 27% 21% of our revenue for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively. For the majority of our revenue recognized over time, we use an input measure to determine progress towards completion. Under this method, sales and gross profit are recognized as work is performed generally based on the relationship between the actual costs incurred and the total estimated costs at completion ("the cost-to-cost method") or based on efforts for measuring progress towards completion in situations in which this approach is more representative of the progress on the contract than the cost-to-cost method. Contract costs include labor, material, overhead and, when appropriate, general and administrative expenses. Changes to the original estimates may be required during the life of the contract and such estimates are reviewed on a regular basis. Sales and gross profit are adjusted using the cumulative catch-up method for revisions in estimated total contract costs. These reviews have not resulted in adjustments that were significant to our results of operations. For performance obligations related to long-term contracts, when estimates of total

## **nVent Electric plc**

### **Notes to consolidated financial statements**

costs to be incurred on a performance obligation exceed total estimates of revenue to be earned, a provision for the entire loss on the performance obligation is recognized in the period the loss is determined.

We use an output method to measure progress towards completion for certain of our Enclosures businesses, as this method appropriately depicts performance towards satisfaction of the performance obligation. Under the output method, revenue is recognized based on number of units produced.

We apply a practical expedient to expense incremental costs of obtaining a contract when incurred because the amortization period would be less than one year. These costs primarily relate to sales commissions and are recorded in *Selling, general and administrative* in the Consolidated Statements of Operations and Comprehensive Income. Further, we do not adjust the promised amount of consideration for the effects of a significant financing component if we expect, at contract inception, that the period between when we transfer a promised good or service to a customer and when the customer pays for that good or service will be less than one year.

#### **Sales returns**

The right of return may exist explicitly or implicitly with our customers. Our return policy allows for customer returns only upon our authorization. Goods returned must be product we continue to market and must be in salable condition. When the right of return exists, we adjust the transaction price for the estimated effect of returns. We estimate the expected returns based on historical sales levels, the timing and magnitude of historical sales return levels as a percent of sales, type of product, type of customer and a projection of this experience into the future.

#### **Pricing and sales incentives**

Our sales contracts may give customers the option to purchase additional goods or services priced at a discount. This can come in many forms, such as customer programs and incentive offerings including pricing arrangements, promotions and other volume-based incentives.

We reduce the transaction price for certain customer programs and incentive offerings including pricing arrangements, promotions and other volume-based incentives that represent variable consideration. Sales incentives given to our customers are recorded using either the expected value method or most likely amount approach for estimating the amount of consideration to which nVent shall be entitled. The expected value is the sum of probability-weighted amounts in a range of possible consideration amounts. An expected value is an appropriate estimate of the amount of variable consideration when there are a large number of contracts with similar characteristics. The most likely amount is the single most likely amount in a range of possible consideration amounts (that is, the single most likely outcome of the contract). The most likely amount is an appropriate estimate of the amount of variable consideration if the contract has limited possible outcomes (for example, an entity either achieves a performance bonus or does not). outcomes.

Pricing is established at or prior to the time of sale with our customers and we record sales at the agreed-upon net selling price. However, certain of our businesses allow customers to apply for a refund of a percentage of the original purchase price if they can demonstrate sales to a qualifying end customer. We use the expected value method to estimate the anticipated refund to be paid based on historical experience and the transaction price is reduced for the probable cost of the discount.

Volume-based incentives involve rebates that are negotiated at or prior to the time of sale with the customer and are redeemable only if the customer achieves a specified cumulative level of sales or sales increase. Under these incentive programs, at the time of sale, we estimate the anticipated rebate to be paid based on forecasted sales levels. These forecasts are updated at least quarterly for each customer and the transaction price is reduced for the anticipated cost of the rebate. If the forecasted sales for a customer changes, the accrual for rebates is adjusted to reflect the new amount of rebates expected to be earned by the customer.

#### **nVent Electric plc**

#### **Notes to consolidated financial statements**

#### **Shipping and handling costs**

Amounts billed to customers for shipping and handling activities after the customer obtains control are treated as a separate performance obligation and recorded in *Net sales* in the Consolidated Statements of Operations and Comprehensive Income. Shipping and handling costs incurred by nVent for the delivery of goods to customers are considered a cost to fulfill the contract and are included in *Cost of goods sold* in the Consolidated Statements of Operations and Comprehensive Income.

#### **Contract assets and liabilities**

Contract assets consist of unbilled amounts resulting from sales under long-term contracts when the cost-to-cost method of revenue recognition is utilized and revenue recognized exceeds the amount billed to the customer, such as when the customer retains a small portion of the contract price until completion of the contract. We typically receive interim payments on sales under long-term contracts as work progresses, although for some contracts, we may be entitled to receive an advance payment. Contract liabilities consist of advanced payments and billings in excess of revenue recognized.

#### **nVent Electric plc**

#### **Notes to consolidated financial statements**

Contract assets are recorded within *Other current assets* and contract liabilities are recorded within *Other current liabilities* in the Consolidated Balance Sheets.

### **Research and development**

We conduct research and development activities primarily in our own facilities, which consist primarily of the development of new products, product applications and manufacturing processes.

### **Cash equivalents**

We consider highly liquid investments with original maturities of three months or less at the date of acquisition to be cash equivalents.

### **Trade receivables and concentration of credit risk**

We record an allowance for doubtful accounts to reduce our receivables balance by the amount that is estimated to be uncollectible from our customers, or the expected loss. Estimates used in determining the allowance for doubtful accounts are based on historical collection experience, including write-offs and recoveries, periodic credit evaluations of our customers' financial situation and current circumstances, as well as reasonable and supportable forecasts of future economic conditions. We generally do not require collateral. No customer receivable balances exceeded 10% of total net receivable balances as of **December 31, 2023** December 31, 2024 or **2022**, 2023.

### **Inventories**

Inventories are stated at the lower of cost or net realizable value with substantially all inventories recorded using the first-in, first-out cost method.

### **Property, plant and equipment, net**

Property, plant and equipment is stated at historical cost. We compute depreciation by the straight-line method based on the following estimated useful lives:

	Years
Land improvements	5 to 20
Buildings and leasehold improvements	5 to 50
Machinery and equipment	3 to 15

Significant improvements that add to productive capacity or extend the lives of properties are capitalized. Costs for repairs and maintenance are charged to expense as incurred. When property is retired or otherwise disposed of, the recorded cost of the assets and their related accumulated depreciation are removed from the Consolidated Balance Sheets and any related gains or losses are included in income.

We review the recoverability of long-lived assets to be held and used, such as property, plant and equipment, when events or changes in circumstances occur that indicate the carrying value of the asset or asset group may not be recoverable. The assessment of possible impairment is based on our ability to recover the carrying value of the asset or asset group from the expected future pre-tax cash flows (undiscounted and without interest charges) of the related operations. If these cash flows are less than the carrying value of such asset or asset group, an impairment loss is recognized for the difference between estimated fair value and carrying value. Impairment losses on long-lived assets held for sale are determined **in a similar manner, except that considering the selling price, and fair values are reduced for the cost to dispose of the assets.** The measurement of impairment requires us to estimate future cash flows and the fair value of long-lived assets. We recorded no material impairment expense in **2024**, 2023 **2022** or **2021** 2022 related to long-lived assets.

### **nVent Electric plc**

#### **Notes to consolidated financial statements**

The following table presents geographic *Property, plant and equipment, net* by region as of December 31:

In millions	2023	2022
U.S.	\$ 222.5	\$ 148.1
Mexico	52.4	39.0
EMEA <sup>(1)</sup>	85.6	72.2
Rest of World <sup>(2)</sup>	29.5	29.9
Consolidated	\$ 390.0	\$ 289.2

(1) EMEA includes Europe, Middle East, India and Africa

(2) Rest of World includes Canada, Asia-Pacific, Latin America and South America

### **nVent Electric plc**

## Notes to consolidated financial statements

In millions	2024	2023
U.S.	\$ 214.1	\$ 173.2
Mexico	42.9	50.6
EMEA <sup>(1)</sup>	72.3	77.1
Rest of World <sup>(2)</sup>	18.6	19.0
Consolidated	\$ 347.9	\$ 319.9

(1) EMEA includes Europe, Middle East, India and Africa  
(2) Rest of World includes Canada, Asia-Pacific, Latin America and South America

### Goodwill and identifiable intangible assets

#### Goodwill

Goodwill represents the excess of the cost of acquired businesses over the net of the fair value of identifiable tangible net assets and identifiable intangible assets purchased and liabilities assumed.

Goodwill is tested annually for impairment as of the first day of the fourth quarter, and is tested for impairment more frequently if events or changes in circumstances indicate that the asset might be impaired. The impairment test is performed by comparing the fair value of each reporting unit with its carrying amount, and recognizing an impairment expense for the amount by which the carrying amount exceeds the reporting unit's fair value, not to exceed the total amount of goodwill allocated to the reporting unit.

The fair value of each reporting unit is determined using a discounted cash flow analysis and market approach. Determining the fair value of the reporting units required the use of significant judgment, including assumptions about future revenues and expenses, capital expenditures and changes in working capital and discount rates, which are based on our annual operating plan and long-term business plan. These plans take into consideration numerous factors including historical experience, anticipated future economic conditions, and growth expectations for the industries and end markets in which the reporting unit participates. The level of judgment and estimation is inherently high. Inputs used to estimate these fair values included significant unobservable inputs that reflect the Company's assumptions about the inputs that market participants would use and, therefore, the fair value assessments are classified within Level 3 of the fair value hierarchy defined by the accounting guidance.

In estimating fair value using the market approach, we identify a group of comparable publicly-traded companies for each reporting unit that are similar in terms of size and product offering. These groups of comparable companies are used to develop multiples based on total market-based invested capital as a multiple of earnings before interest, taxes, depreciation and amortization ("EBITDA"). We determine our estimated values by applying these comparable EBITDA multiples to the operating results of our reporting units. The ultimate fair value of each reporting unit is determined considering the results of both valuation methods.

There was no impairment expense recorded in 2024, 2023 2022 or 2021 2022 related to goodwill.

#### Identifiable intangible assets

Our primary identifiable intangible assets include customer relationships, trade names, proprietary technologies and patents. Identifiable intangibles with definite lives are amortized and those identifiable intangibles with indefinite lives are not amortized. Identifiable intangible assets that are subject to amortization are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Identifiable intangible assets not subject to amortization are tested for impairment annually or more frequently if events warrant. We complete our annual impairment test during the fourth quarter each year for those identifiable assets not subject to amortization.

The impairment test for trade names consists of a comparison of the fair value of the trade name with its carrying value. Fair value is measured using the relief-from-royalty method. This method assumes the trade name has value to the extent that the owner is relieved of the obligation to pay royalties for the benefits received from them. This method requires us to estimate the future revenue for the related brands, the appropriate royalty rate and the **weighted average** **weighted-average** cost of capital. The non-recurring fair value measurement is a Level 3 measurement under the fair value hierarchy described below.

There was no impairment expense recorded in 2024, 2023 2022 or 2021 2022 related to identifiable intangible assets.

## nVent Electric plc

### Notes to consolidated financial statements

## **Income taxes**

We use the asset and liability approach to account for income taxes. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequences of differences between the carrying amounts of assets and liabilities and their respective tax bases using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period when the change is enacted. We maintain valuation allowances unless it is more likely than not that all or a portion of the deferred tax assets will be realized. Changes in valuation allowances from period to period are included in our tax provision in the period of change. We recognize the effect of income tax positions only if those positions are more likely than not to be sustained. Recognized income tax positions are measured at the largest amount that is more likely than not to be realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

## **nVent Electric plc**

### **Notes to consolidated financial statements**

#### **Pension and other post-retirement plans**

We sponsor defined-benefit pension plans and a post-retirement health plan. The pension and other post-retirement benefit costs for these plans are determined from actuarial assumptions and methodologies, including discount rates and expected returns on plan assets. These assumptions are updated annually and are disclosed in Note 1213.

We recognize changes in the fair value of plan assets and net actuarial gains or losses for pension and other post-retirement benefits annually in the fourth quarter each year ("mark-to-market adjustment") and, if applicable, in any quarter in which an interim remeasurement is triggered. Net actuarial gains and losses occur when the actual experience differs from any of the various assumptions used to value our pension and other post-retirement plans or when assumptions change, as they may each year. The remaining components of pension expense, including service and interest costs and estimated return on plan assets, are recorded on a quarterly basis.

#### **Earnings per ordinary share**

Basic earnings per share are computed by dividing net income by the weighted-average number of ordinary shares outstanding. Diluted earnings per share are computed by dividing net income by the weighted-average number of ordinary shares outstanding including the dilutive effects of ordinary share equivalents, calculated using the treasury stock method.

#### **Derivative financial instruments**

We recognize all derivatives, including those embedded in other contracts, as either assets or liabilities at fair value in our Consolidated Balance Sheets. If the derivative is designated and is effective as a cash flow or fair value hedge, the effective portion of changes in the fair value of the derivative are recorded in *Accumulated other comprehensive loss* as a separate component of equity in the Consolidated Balance Sheets and is recognized in the Consolidated Statements of Operations and Comprehensive Income when the hedged item affects earnings. If the underlying hedged transaction ceases to exist or if the hedge becomes ineffective, all changes in fair value of the related derivatives that have not been settled are recognized in current earnings. Cash flows of the derivative financial instruments are classified consistent with the underlying hedged item. For a derivative that is not designated as or does not qualify as a hedge, changes in fair value are reported in earnings immediately.

Gains and losses on net investment hedges are included in *Accumulated other comprehensive loss* as a separate component of equity in the Consolidated Balance Sheets.

We use derivative instruments for the purpose of hedging interest rate and currency exposures, which exist as part of ongoing business operations. We do not hold or issue derivative financial instruments for trading or speculative purposes. All other contracts that contain provisions meeting the definition of a derivative also meet the requirements for the normal purchases and normal sales scope exception. Our policy is not to enter into contracts with terms that cannot be designated as normal purchases or sales. From time to time, we may enter into short duration foreign currency contracts to hedge foreign currency risks.

#### **Fair value measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Assets and liabilities measured at fair value are classified using the following hierarchy, which is based upon the transparency of inputs to the valuation as of the measurement date:

*Level 1:* Valuation is based on observable inputs such as quoted market prices (unadjusted) for identical assets or liabilities in active markets.

*Level 2:* Valuation is based on inputs such as quoted market prices for similar assets or liabilities in active markets or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

*Level 3:* Valuation is based upon other unobservable inputs that are significant to the fair value measurement.

In making fair value measurements, observable market data must be used when available. When inputs used to measure fair value fall within different levels of the hierarchy, the level within which the fair value measurement is categorized is based on the lowest level input that is significant to the fair value measurement.

#### **Foreign currency translation**

The financial statements of subsidiaries located outside of the U.S. are generally measured using the local currency as the functional currency, except for certain corporate entities outside of the U.S. which are measured using USD. Assets and liabilities of these subsidiaries are translated at the rates of exchange at the balance sheet date. Income and expense items are translated at average monthly rates of exchange. The resultant translation adjustments are included in *Accumulated other comprehensive loss* as a separate component of equity.

#### **New accounting standards**

##### **nVent Electric plc**

**Notes In November 2024, the Financial Accounting Standards Board issued Accounting Standards Update 2024-03, "Disaggregation of Income Statement Expenses", which is intended to improve disclosures about a public business entity's expenses. It requires public entities to disaggregate specific types of expenses, including disclosures for purchases of inventory, employee compensation, depreciation, and intangible asset amortization, as well as selling expenses. The guidance is effective for annual periods beginning after December 15, 2026 and interim periods beginning after December 15, 2027. We are currently evaluating the potential impact of adopting this new guidance on the related disclosures within our consolidated financial statements statements.**

## **2. Revenue**

#### **Disaggregation of revenue**

We disaggregate our revenue from contracts with customers by geographic location and vertical, as we believe these best depict how the nature, amount, timing and uncertainty of our revenue and cash flows are affected by economic factors.

Geographic net sales information, based on geographic destination of the sale, was as follows:

		Year ended December 31, 2023								
		Year ended December 31, 2024			Year ended December 31, 2024			Year ended December 31, 2024		
In millions	In millions	Electrical & Fastening Solutions	Thermal Management	In millions	Electrical & Fastening Solutions	Thermal Management	In millions	Electrical & Fastening Solutions	Thermal Management	Total
North America	(1)									
EMEA (2)										
Asia-Pacific										
Rest of World	(3)									
<b>Total</b>										
Year ended December 31, 2022										
		Electrical & Fastening								
In millions		Enclosures	Solutions	Thermal Management						Total
North America (1)	\$	1,057.6	\$ 605.0	\$ 379.7						2,042.3
EMEA (2)		341.7	144.1	174.8						660.6
Asia-Pacific		101.2	33.9	58.4						193.5

Rest of World <sup>(3)</sup>	3.2	8.4	1.0	12.6
Total	\$ 1,503.7	\$ 791.4	\$ 613.9	\$ 2,909.0

Year ended December 31, 2021					
In millions	Electrical & Fastening				
	Enclosures	Solutions	Thermal Management	Total	
North America <sup>(1)</sup>	\$ 813.4	\$ 471.3	\$ 305.7	\$ 1,590.4	
EMEA <sup>(2)</sup>	333.9	146.2	190.6	670.7	
Asia-Pacific	95.1	33.0	62.4	190.5	
Rest of World <sup>(3)</sup>	2.4	7.0	1.0	10.4	
Total	\$ 1,244.8	\$ 657.5	\$ 559.7	\$ 2,462.0	

(1) North America includes U.S., Canada and Mexico.  
(2) EMEA includes Europe, Middle East, India and Africa.  
(3) Rest of World includes Latin America and South America.

In the fourth quarter of 2023, based on benchmarking of industry peers and for purposes of how we assess performance, we updated the disaggregation categories on which we report revenue by geography. For comparability, we have recategorized revenue for the years ended December 31, 2022 and 2021 to conform to the new presentation. This recategorization of revenue by geography had no impact on our consolidated financial results.

Year ended December 31, 2023					
In millions	Electrical & Fastening				
	Enclosures	Solutions	Total		
North America <sup>(1)</sup>	\$ 1,135.1	\$ 868.6	\$ 2,003.7		
EMEA <sup>(2)</sup>	369.7	151.6	521.3		
Asia-Pacific	98.3	34.4	132.7		
Rest of World <sup>(3)</sup>	2.8	8.4	11.2		
Total	\$ 1,605.9	\$ 1,063.0	\$ 2,668.9		

#### **nVent Electric plc**

#### **Notes to consolidated financial statements**

Year ended December 31, 2022					
In millions	Electrical & Fastening				
	Enclosures	Solutions	Total		
North America <sup>(1)</sup>	\$ 1,057.6	\$ 605.0	\$ 1,662.6		
EMEA <sup>(2)</sup>	341.7	144.1	485.8		
Asia-Pacific	101.2	33.9	135.1		
Rest of World <sup>(3)</sup>	3.2	8.4	11.6		
Total	\$ 1,503.7	\$ 791.4	\$ 2,295.1		

(1) North America includes U.S., Canada and Mexico.  
(2) EMEA includes Europe, Middle East, India and Africa.  
(3) Rest of World includes Latin America and South America.

Vertical net sales information was as follows:

Year ended December 31, 2023
Year ended December 31, 2024

		Year ended December 31, 2024				Year ended December 31, 2024					
		In millions		Electrical & Fastening Solutions		Thermal Management		In millions		Electrical & Fastening Solutions	
In millions		Enclosures	Total	Electrical & Fastening Solutions		Thermal Management		Enclosures	Total	Electrical & Fastening Solutions	
Industrial											
Commercial & Residential											
Infrastructure											
Energy											
Total											

		Year ended December 31, 2022				Year ended December 31, 2022				Year ended December 31, 2022			
		In millions		Electrical & Fastening Solutions		Thermal Management		In millions		Electrical & Fastening Solutions		Total	
In millions		Enclosures	Total	Electrical & Fastening Solutions		Thermal Management		Enclosures	Total	Electrical & Fastening Solutions		Total	
Industrial													
Commercial & Residential													
Infrastructure													
Energy													
Total													

		Year ended December 31, 2021				Year ended December 31, 2021				Year ended December 31, 2021			
		In millions		Electrical & Fastening Solutions		Thermal Management		In millions		Electrical & Fastening Solutions		Total	
In millions		Enclosures	Total	Electrical & Fastening Solutions		Thermal Management		Enclosures	Total	Electrical & Fastening Solutions		Total	
Industrial													
Commercial & Residential													
Infrastructure													
Energy													
Total													

#### **nVent Electric plc**

#### **Notes to consolidated financial statements**

#### **Contract balances**

Contract assets and liabilities consisted of the following:

In millions	Contract assets	December 31, 2023		December 31, 2022		\$ Change	% Change	In millions	December 31, 2024		December 31, 2023		\$ Change	% Change
		Contract assets	\$ 44.1	Contract assets	\$ 45.6				Contract assets	\$ 54.9	Contract assets	\$ 13.6	\$ 41.3	303.7
Contract assets	Contract assets	\$ 44.1	\$ 45.6	\$ (1.5)	\$ (1.5)	\$ (1.5)	(3.3)%	Contract assets	\$ 54.9	Contract assets	\$ 13.6	\$ 41.3	303.7	303.7 %

Contract liabilities	Contract liabilities	27.1	22.7	22.7	4.4	4.4	19.4	19.4	%	Contract liabilities	22.5	8.0	8.0	14.5	14.5	181.3	181.3	%
<hr/>																		
<hr/>																		
<hr/>																		
Net contract assets		\$ 17.0	\$ 22.9	\$ (5.9)	\$ (25.8)	\$ (25.8)	%	\$ 32.4	\$ 5.6	\$ 26.8	\$ 478.6	\$ 478.6	\$ %					
<i>In millions</i>	<i>In millions</i>	December 31, 2022	December 31, 2021	\$ Change	% Change			<i>In millions</i>	December 31, 2023	December 31, 2022	\$ Change		% Change					
Contract assets	Contract assets	\$ 45.6	\$ 48.9	\$ (3.3)	\$ (6.7)	\$ (6.7)	%	Contract assets	\$ 13.6	\$ 13.3	\$ 0.3	\$ 2.3	\$ 2.3	%				
Contract liabilities	Contract liabilities	22.7	17.8	17.8	4.9	4.9	27.5	27.5	%	Contract liabilities	8.0	3.0	3.0	5.0	5.0	166.7	166.7	%
Net contract assets																		
Net contract assets		\$ 22.9	\$ 31.1	\$ (8.2)	\$ (26.4)	\$ (26.4)	%	\$ 5.6	\$ 10.3	\$ (4.7)	\$ (45.6)	\$ (45.6)	\$ %					

The \$5.9 million increase in net contract assets in 2024 was primarily the result of the acquisition of Trachte, LLC and the \$8.2 timing of milestone invoicing. The \$4.7 million decrease in net contract assets in 2023 and 2022, respectively, were primarily the result of timing of milestone payments. The majority of our contract liabilities at December 31, 2022 December 31, 2023 and 2021 2022 were recognized in revenue as of December 31, 2023 December 31, 2024 and 2022, 2023, respectively. There were no material impairment losses recognized on our contract assets for the twelve months ended December 31, 2023 December 31, 2024 and 2022, 2023.

#### **Remaining performance obligations**

We have elected the practical expedient to disclose only the value of remaining performance obligations for contracts with an original expected length of one year or more. On December 31, 2023 December 31, 2024, we had \$17.2 \$139.8 million of remaining performance obligations on contracts with original expected duration of one year or more. We expect to recognize the majority of our remaining performance obligations on these contracts within the next twelve to eighteen months.

#### ***nVent Electric plc***

#### ***Notes to consolidated financial statements***

#### **3. Restructuring**

During 2024, 2023 2022 and 2021, 2022, we initiated and continued execution of certain business restructuring initiatives aimed at reducing our fixed cost structure and realigning our business. Restructuring initiatives during the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022 included a reduction in hourly and salaried headcount of approximately 155, 80 125, 65 and 85 65 employees, respectively.

Restructuring related costs included in *Selling, general and administrative* in the Consolidated Statements of Operations and Comprehensive Income included costs for severance and other restructuring costs as follows:

<i>In millions</i>	<i>In millions</i>	Years ended December 31			<i>In millions</i>	Years ended December 31		
		2023	2022	2021		2024	2023	2022
Severance and related costs								
Other								
Total restructuring costs								

Other restructuring costs primarily consist of asset impairment and various contract termination costs.

Restructuring costs by reportable segment were as follows:

<i>In millions</i>	<i>In millions</i>	Years ended December 31		
		2023	2022	2021

Enclosures
Electrical & Fastening Solutions
Thermal Management
Other
Enterprise and Other
Enterprise and Other
Enterprise and Other
Consolidated

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**Notes to consolidated financial statements**

Activity related to accrued severance and related costs recorded in *Other current liabilities* in the Consolidated Balance Sheets is summarized as follows:

In millions	In millions	Years ended December 31		Years ended December 31	
		2023	2022	In millions	2024
Beginning balance					
Costs incurred					
Costs incurred					
Costs incurred					
Cash payments and other					
Ending balance					

**4. Earnings Per Share**

Basic and diluted earnings per share were calculated as follows:

In millions, except per share data	Years ended December 31			Years ended December 31				
	In millions, except per share data	2023	2022	2021	In millions, except per share data	2024	2023	2022
Net income from continuing operations								
Income from discontinued operations, net of tax								
Income from discontinued operations, net of tax								
Income from discontinued operations, net of tax								
<b>Net income</b>								
<b>Weighted average ordinary shares outstanding</b>								
Net income								
Net income								
<b>Weighted-average ordinary shares outstanding</b>								
Basic								
Basic								
Basic								
Dilutive impact of stock options, restricted stock units and performance share units								
Diluted								
<b>Earnings per ordinary share</b>								

<b>Basic</b>	
<b>Basic</b>	
<b>Basic</b>	
Continuing operations	
Continuing operations	
Continuing operations	
Discontinued operations	
Basic earnings per ordinary share	
Basic earnings per ordinary share	
Basic earnings per ordinary share	
<b>Diluted</b>	
Continuing operations	
Continuing operations	
Continuing operations	
Discontinued operations	
Diluted earnings per ordinary share	
<b>Anti-dilutive stock options excluded from the calculation of diluted earnings per share</b>	

## 5. Acquisitions

### Trachte Acquisition

On July 16, 2024, as part of our Enclosures reporting segment, we completed the acquisition of Trachte, LLC ("Trachte") for approximately \$687.5 million in cash. Trachte is a leading manufacturer of engineered control building solutions designed to protect critical infrastructure assets. The purchase price was funded primarily through borrowings under the 2024 Term Loan Facility and the Revolving Credit Facility (as described in Note 10 below).

The purchase price has been preliminarily allocated based on the estimated fair value of assets acquired and liabilities assumed at the date of the Trachte acquisition. The preliminary purchase price allocation is subject to further refinement and may require significant adjustments to arrive at the final purchase price allocation. These changes will primarily relate to trade names and the impacts associated with income taxes. There can be no assurance that such finalization will not result in material changes from the preliminary purchase price allocation.

### nVent Electric plc

#### Notes to consolidated financial statements

**5. Acquisitions** The following table summarizes the preliminary fair values of the assets acquired and liabilities assumed in the Trachte acquisition as previously reported as of September 30, 2024 and revised as of December 31, 2024:

<i>In millions</i>	<i>As Previously Reported</i>	<i>As Revised</i>
Cash	\$ 13.6	\$ 13.6
Accounts receivable	45.4	45.4
Inventories	10.0	10.0
Other current assets	40.6	40.6
Property, plant and equipment	11.1	11.1
Identifiable intangible assets	333.7	334.4
Goodwill	368.6	366.3
Other assets	25.3	25.3
Current liabilities	(58.0)	(58.9)
Other liabilities	(99.0)	(100.3)
Purchase price	\$ 691.3	\$ 687.5

The excess purchase price over tangible net assets and identified intangible assets acquired has been allocated to goodwill in the amount of \$366.3 million, substantially none of which is expected to be deductible for income tax purposes. Goodwill recognized from the Trachte acquisition reflects the future economic benefit resulting from synergies of our combined operations.

Preliminary identifiable intangible assets acquired include \$58.3 million of indefinite-lived trade names, \$206.6 million of definite-lived customer relationships with an estimated useful life of 17 years, \$23.8 million of definite-lived proprietary technology with an estimated useful life of 8 years and \$45.7 million of customer backlog with an estimated useful life of 2 years. The fair values of trade names and proprietary technology acquired in the acquisition were determined using a relief-from-royalty method, and the fair values of customer relationships and customer backlog acquired were determined using a multi-period excess earnings method. These methods utilize unobservable inputs that are significant to these fair value measurements and thus classified as Level 3 of the fair value hierarchy.

Trachte net sales and operating income for the period from the acquisition date to December 31, 2024 were \$124.2 million and \$10.6 million, respectively. Trachte operating income for the period from the acquisition date to December 31, 2024 includes \$17.4 million of identifiable intangible asset amortization expense.

#### **ECM Industries Acquisition**

On May 18, 2023, as part of our Electrical & Fastening Solutions reporting segment, we completed the acquisition of ECM Investors, LLC, the parent of ECM Industries, LLC ("ECM Industries"), for approximately \$1.1 billion in cash, subject to customary adjustments. ECM Industries is a leading provider of high-value electrical connectors, tools and test instruments and cable management. The purchase price was funded primarily through borrowings under the 2033 Notes and 2023 Term Loan Facility (as described in Note 910 below).

The purchase price has been preliminarily allocated based on the estimated fair value of assets acquired and liabilities assumed at the date of the ECM Industries acquisition. The preliminary purchase price allocation is subject

#### **nVent Electric plc**

**Notes to further refinement and may require significant adjustments to arrive at the final purchase price allocation. These changes will primarily relate to the impacts associated with income taxes. There can be no assurance that such finalization will not result in material changes from the preliminary purchase price allocation. consolidated financial statements**

The following table summarizes our preliminary estimates of the final fair values of the assets acquired and liabilities assumed in the ECM Industries acquisition as previously reported as of September 30, 2023 and revised as of December 31, 2023: acquisition:

<i>In millions</i>	<b>As Previously Reported</b>	<b>As Revised</b>
Cash	\$ 45.7	\$ 45.7
Accounts receivable	78.1	77.0
Inventories	104.0	104.2
Other current assets	4.9	4.9
Property, plant and equipment	75.9	75.3
Identifiable intangible assets	524.0	524.0
Goodwill	371.7	375.7
Other assets	16.7	17.0
Current liabilities	(51.4)	(53.9)
Other liabilities	(35.9)	(35.8)
Purchase price	\$ 1,133.7	\$ 1,134.1

*In millions*

Cash	\$	45.7
Accounts receivable		77.0
Inventories		99.1
Other current assets		4.9
Property, plant and equipment		75.0
Identifiable intangible assets		524.0
Goodwill		379.7
Other assets		17.4
Current liabilities		(53.9)
Other liabilities		(34.8)
Purchase price	\$	1,134.1

The excess purchase price over tangible net assets and identified intangible assets acquired has been allocated to goodwill in the amount of \$375.7 million, substantially all of which is expected to be deductible for income tax purposes. Goodwill recognized from the ECM Industries acquisition primarily reflects the future economic benefit resulting from synergies of our combined operations.

Identifiable intangible assets acquired included \$113.7 million of trade name intangible assets, a majority of which are indefinite-lived, \$381.7 million of definite-lived customer relationships with an estimated useful life of 20 years, and \$22.0 million of definite-lived proprietary technology intangible assets with an estimated useful life of 7 years. The fair values of trade names and proprietary technology acquired in the acquisition were determined using a relief-from-royalty method, and customer relationships acquired were determined using a multi-period excess earnings method. These methods utilize unobservable inputs that are significant to these fair value measurements and thus classified as Level 3 of the fair value hierarchy.

ECM Industries net sales and operating income for the period from the acquisition date to December 31, 2023 were \$240.7 million and \$31.4 million, respectively. ECM Industries operating income for the period from the acquisition date to December 31, 2023 includes \$18.7 million of identifiable intangible asset amortization expense and \$17.7 million of expense related to the fair market value inventory step-up.

***nVent Electric plc***

***Notes to consolidated financial statements***

The following table presents unaudited pro forma financial information as if the acquisitions of Trachte and ECM Industries acquisition had occurred on January 1, 2023 and January 1, 2022, respectively:

<i>In millions, except per share data</i>	<i>In millions, except per share data</i>	<b>Years ended December 31</b>		<i>In millions, except per share data</i>	<b>2024</b>
		<b>2023</b>	<b>2022</b>		
		<b>Years ended December 31</b>			
Pro forma net sales					
Pro forma net income					
<b>Pro forma earnings per ordinary share</b>					
Net sales					
Net income from continuing operations					
Net income					
<b>Earnings per ordinary share</b>					
<b>Earnings per ordinary share</b>					
<b>Earnings per ordinary share</b>					
Basic					
Basic					

## Basic

Continuing operations	
Continuing operations	
Continuing operations	
Basic earnings per ordinary share	
Diluted	
Continuing operations	
Continuing operations	
Continuing operations	
Diluted earnings per ordinary share	

The unaudited pro forma results include adjustments for the amortization of acquired intangible assets, depreciation for the fair value adjustment to acquisition-date fixed assets and interest expense on debt issued to finance the acquisition, as well as the related income tax impact.

The unaudited pro forma results for the year ended December 31, 2024 excludes the impact of \$6.8 million of transaction-related charges, and acquisition-related bridge financing costs. The results for the year ended December 31, 2023 excludes the impact of \$32.4 million of transaction-related charges, acquisition-related bridge financing costs and non-recurring expense related to the fair value inventory step-up. The results for the year ended December 31, 2022 were adjusted.

### ***nVent Electric plc***

***Notes to include \$32.7 million of transaction-related charges, acquisition-related bridge financing costs and non-recurring expense related to the fair market value inventory step-up. consolidated financial statements***

The pro forma condensed consolidated financial information has been prepared for comparative purposes only and includes certain adjustments, as noted above. The adjustments are estimates based on currently available information and actual amounts may differ materially from these estimates. They do not reflect the effect of costs or synergies that would have been expected to result from the integration of the Trachte and ECM Industries acquisition. The pro forma information does not purport to be indicative of the results of operations that actually would have resulted had the Trachte and ECM Industries acquisition occurred on January 1, 2023 and January 1, 2022, respectively.

### ***Other acquisitions***

On April 1, 2021, we acquired substantially all of the assets of Vynckier Enclosure Systems, Inc. ("Vynckier") for approximately \$27.0 million in cash. Vynckier is a U.S. based manufacturer of high-quality non-metallic enclosures that we market as part of the nVent HOFFMAN product line within our Enclosures segment.

The excess purchase price over tangible net assets and identified intangible assets acquired has been allocated to goodwill in the amount of \$13.5 million, substantially all of which is expected to be deductible for income tax purposes. Identifiable intangible assets acquired included \$6.1 million of definite-lived customer relationships with an estimated useful life of 11 years.

On June 30, 2021, we acquired CIS Global LLC ("CIS Global") for approximately \$202.4 million in cash. The CIS Global business is a leading provider of intelligent rack power distribution and server slides products, and operates within our Enclosures segment. The purchase price was funded primarily through borrowings under our Revolving Credit Facility (as defined in Note 9).

The excess purchase price over tangible net assets and identified intangible assets acquired has been allocated to goodwill in the amount of \$83.5 million, of which \$50.0 million is expected to be deductible for income tax purposes. Identifiable intangible assets acquired included \$78.0 million of definite-lived customer relationships with an estimated useful life of 16 years and \$24.5 million of developed technology with an estimated useful life of 9 to 12 years.

On July 10, 2023, we acquired TEXA Industries for approximately \$34.8 million in cash, subject to customary purchase price adjustments. TEXA Industries is an Italian manufacturer of industrial cooling applications that we will market as part of the nVent HOFFMAN product line within our Enclosures segment. We acquired \$5.2 million of debt with the TEXA Industries acquisition, which we repaid in full in 2023.

The excess purchase price over tangible net assets and identified intangible assets acquired has been preliminarily allocated to goodwill in the amount of \$11.3 million, none of which is expected to be deductible for income tax purposes. Identifiable intangible assets acquired included \$12.4 million of definite-lived customer relationships with an estimated useful life of 13 years. The preliminary purchase price allocation is subject to further refinement and may require significant adjustments to arrive at the final purchase price allocation.

The pro forma impact of these acquisitions is not material individually or in the aggregate.

## 6. Discontinued Operations

On July 31, 2024, we entered into a definitive agreement to sell our Thermal Management business to BCP VI Summit Holdings LP (as assignee of BCP Acquisitions LLC), an affiliate of funds managed by Brookfield Asset Management, for a purchase price of \$1.7 billion in cash, subject to certain customary purchase price adjustments. The results of the Thermal Management business are reported as a discontinued operation in our Consolidated Statements of Operations and Comprehensive Income for all periods presented. The assets and liabilities of this business have been reclassified as held for sale in the Consolidated Balance Sheets for all periods presented. The Thermal Management business was previously disclosed as a stand-alone reporting segment.

On January 30, 2025, we completed the sale of the Thermal Management business, which resulted in cash proceeds of \$1.65 billion, subject to certain customary purchase price adjustments.

The operating results of discontinued operations, net of income taxes, are summarized below:

In millions	Years ended December 31		
	2024	2023	2022
Net sales	\$ 622.7	\$ 594.7	\$ 613.9
Cost of goods sold	330.8	327.8	340.1
Gross profit	291.9	266.9	273.8
Selling, general and administrative	146.1	125.9	127.6
Research and development	18.3	16.3	14.8
Operating income	127.5	124.7	131.4
Other expense (income)	(0.6)	0.5	(4.9)
Income from discontinued operations before income taxes	128.1	124.2	136.3
Provision for income taxes	37.1	16.8	29.6
Income from discontinued operations, net of tax	\$ 91.0	\$ 107.4	\$ 106.7

Income from discontinued operations before income taxes for the year ended December 31, 2024 includes transaction costs of \$31.7 million which were recorded within *Selling, general and administrative* expenses.

### *nVent Electric plc*

#### *Notes to consolidated financial statements*

The major classes of assets and liabilities classified as held for sale were as follows:

In millions	December 31	
	2024	2023
Cash and cash equivalents	\$ 58.7	\$ 5.5
Accounts receivable, net of allowances	115.0	119.3
Inventories	80.8	81.1
Other current assets	46.3	47.7
Current assets held for sale	300.8	253.6
Property, plant and equipment, net	71.4	70.1
Goodwill	709.1	713.0
Intangibles, net	153.4	166.5
Other non-current assets	41.4	44.9
Non-current assets held for sale	975.3	994.5
Total assets held for sale	\$ 1,276.1	\$ 1,248.1
Accounts payable	\$ 40.9	\$ 35.9

Employee compensation and benefits	20.6	19.5
Other current liabilities	61.0	59.3
Current liabilities held for sale	122.5	114.7
Pension and other post-retirement compensation and benefits	12.1	12.6
Deferred tax liabilities	12.0	14.1
Other non-current liabilities	21.8	21.0
Non-current liabilities held for sale	45.9	47.7
Total liabilities held for sale	\$ 168.4	\$ 162.4

## 6.7. Goodwill and Other Identifiable Intangible Assets

The changes in the carrying amount of goodwill by reporting unit were as follows:

*In millions*

*In millions*

<i>In millions</i>	December 31, Acquisitions/ Foreign currency		December 31, Acquisitions/ Foreign currency		December 31, Acquisitions/ Foreign currency	
	2022	divestitures	2023	divestitures	2024	divestitures

Enclosures

Electrical & Fastening

Solutions

Thermal Management

Total goodwill

*In millions*

*In millions*

<i>In millions</i>	December 31, Acquisitions/ Foreign currency		December 31, Acquisitions/ Foreign currency		December 31, Acquisitions/ Foreign currency	
	2021	divestitures	2022	divestitures	2023	divestitures

Enclosures

Electrical & Fastening

Solutions

Thermal Management

Total goodwill

There was no impairment expense recorded in 2024, 2023 2022 or 2021 2022 related to goodwill.

**nVent Electric plc**

**Notes to consolidated financial statements**

Identifiable intangible assets consisted of the following at December 31:

<i>In millions</i>	2023			2022			2024			2023		
	<i>In millions</i>	Accumulated Cost	amortization Net	<i>In millions</i>	Accumulated Cost	amortization Net	<i>In millions</i>	Accumulated Cost	amortization Net	<i>In millions</i>	Accumulated Cost	amortization Net
<b>Definite-life intangibles</b>												
Customer relationships												
Customer relationships												
Customer relationships												
Proprietary technologies and patents												
Proprietary technologies and patents												

## Proprietary technologies and patents

Other definite-life intangible assets

Total definite-life intangibles

## Indefinite-life intangibles

Trade names

Trade names

Trade names

Total intangibles

Identifiable intangible asset amortization expense in 2024, 2023 and 2022 and 2021 was \$89.7 \$94.7 million, \$70.7 \$69.5 million and \$67.5 \$50.3 million, respectively. There was no impairment expense recorded in 2024, 2023 2022 or 2021 2022 related to trade names, identifiable intangible assets.

Estimated future amortization expense for identifiable intangible assets during the next five years is as follows:

In millions	2024	2025	2026	2027	2028
Estimated amortization expense	\$ 97.0	\$ 94.5	\$ 94.5	\$ 94.4	\$ 90.2

## *nVent Electric plc*

### *Notes to consolidated financial statements*

#### **7. Supplemental Balance Sheet Information**

In millions	December 31	
	2023	2022
<b>Inventories</b>		
Raw materials and supplies	\$ 165.1	\$ 112.9
Work-in-process	34.9	36.2
Finished goods	241.3	197.6
Total inventories	\$ 441.3	\$ 346.7
<b>Other current assets</b>		
Contract assets	\$ 44.1	\$ 45.6
Prepaid expenses	44.7	44.9
Prepaid income taxes	10.5	4.1
Cross currency swap assets	—	14.5
Other current assets	20.9	3.4
Total other current assets	\$ 120.2	\$ 112.5
<b>Property, plant and equipment, net</b>		
Land and land improvements	\$ 39.6	\$ 38.6
Buildings and leasehold improvements	217.4	180.5
Machinery and equipment	599.6	500.4
Construction in progress	37.2	34.7
Total property, plant and equipment	893.8	754.2
Accumulated depreciation and amortization	503.8	465.0
Total property, plant and equipment, net	\$ 390.0	\$ 289.2
<b>Other non-current assets</b>		

Deferred compensation plan assets	\$ 19.4	\$ 16.7
Lease right-of-use assets	118.7	76.4
Deferred tax assets	179.2	16.3
Other non-current assets	30.2	30.2
<b>Total other non-current assets</b>	<b>\$ 347.5</b>	<b>\$ 139.6</b>
<b>Other current liabilities</b>		
Dividends payable	\$ 32.6	\$ 30.4
Accrued rebates	90.7	98.4
Contract liabilities	27.1	22.7
Accrued taxes payable	54.0	34.5
Current lease liabilities	25.6	17.7
Accrued interest	11.2	6.5
Other current liabilities	62.6	62.9
<b>Total other current liabilities</b>	<b>\$ 303.8</b>	<b>\$ 273.1</b>
<b>Other non-current liabilities</b>		
Income taxes payable	\$ 28.2	\$ 29.8
Deferred compensation plan liabilities	19.4	16.7
Non-current lease liabilities	98.4	63.7
Other non-current liabilities	33.8	14.5
<b>Total other non-current liabilities</b>	<b>\$ 179.8</b>	<b>\$ 124.7</b>

<i>In millions</i>	2025	2026	2027	2028	2029
Estimated amortization expense	\$ 112.6	\$ 102.1	\$ 89.7	\$ 89.6	\$ 89.6

***nVent Electric plc***

***Notes to consolidated financial statements***

**8. Supplemental Balance Sheet Information**

<i>In millions</i>	<b>December 31</b>	
	<b>2024</b>	<b>2023</b>
<b>Inventories</b>		
Raw materials and supplies	\$ 146.4	\$ 139.7
Work-in-process	15.8	23.5
Finished goods	198.1	197.0
<b>Total inventories</b>	<b>\$ 360.3</b>	<b>\$ 360.2</b>
<b>Other current assets</b>		
Contract assets	\$ 54.9	\$ 13.6
Prepaid expenses	36.1	33.2
Prepaid income taxes	18.1	9.8
Other current assets	14.8	15.9
<b>Total other current assets</b>	<b>\$ 123.9</b>	<b>\$ 72.5</b>

<b>Property, plant and equipment, net</b>			
Land and land improvements	\$ 21.5	\$ 21.8	
Buildings and leasehold improvements	177.1	175.0	
Machinery and equipment	565.6	531.3	
Construction in progress	47.2	32.4	
Total property, plant and equipment	811.4	760.5	
Accumulated depreciation and amortization	463.5	440.6	
<b>Total property, plant and equipment, net</b>	<b>\$ 347.9</b>	<b>\$ 319.9</b>	
<b>Other non-current assets</b>			
Deferred compensation plan assets	\$ 15.4	\$ 12.4	
Operating lease right-of-use assets	107.2	99.6	
Deferred tax assets	57.0	166.1	
Other non-current assets	34.0	24.5	
<b>Total other non-current assets</b>	<b>\$ 213.6</b>	<b>\$ 302.6</b>	
<b>Other current liabilities</b>			
Dividends payable	\$ 33.9	\$ 32.6	
Accrued rebates	69.4	83.5	
Contract liabilities	22.5	8.0	
Accrued taxes payable	50.7	41.7	
Current operating lease liabilities	22.4	19.5	
Accrued interest	11.6	11.2	
Other current liabilities	56.0	48.0	
<b>Total other current liabilities</b>	<b>\$ 266.5</b>	<b>\$ 244.5</b>	
<b>Other non-current liabilities</b>			
Income taxes payable	\$ 11.7	\$ 28.2	
Deferred compensation plan liabilities	15.4	12.4	
Non-current operating lease liabilities	90.7	84.9	
Other non-current liabilities	40.1	33.3	
<b>Total other non-current liabilities</b>	<b>\$ 157.9</b>	<b>\$ 158.8</b>	

## nVent Electric plc

### Notes to consolidated financial statements

#### 9. Accumulated Other Comprehensive Loss

Components of Accumulated other comprehensive loss consist of the following at December 31:

<i>In millions</i>	<i>In millions</i>	2023	2022	<i>In millions</i>	2024	2023
Cumulative translation adjustments						
Change in market value of derivative financial instruments, net of tax						
Accumulated other comprehensive loss						

#### 9.10. Debt

Debt and the average interest rates on debt outstanding were as follows:

<i>In millions</i>	<i>In millions</i>	Average interest rate at	Maturity year	December 31	<i>In millions</i>	Average interest rate at	Maturity year	December 31
--------------------	--------------------	--------------------------	---------------	-------------	--------------------	--------------------------	---------------	-------------

	December 31, 2023		December 31, 2024	
	2023	2022	2024	2023
Revolving credit facility				
2021 Term loan facility				
2023 Term loan facility				
2024 Term loan facility				
Senior notes - fixed rate				
Senior notes - fixed rate				
Senior notes - fixed rate				
Unamortized issuance costs and discounts				
Total debt				
Less: Current maturities and short-term borrowings				
Long-term debt				

#### **Senior notes**

In March 2018, nVent Finance S.à r.l. ("nVent Finance" or "Subsidiary Issuer"), a 100-percent owned subsidiary of nVent, issued \$300.0 million aggregate principal amount of 3.950% senior notes due 2023 (the "2023 Notes") and \$500.0 million aggregate principal amount of 4.550% senior notes due 2028 (the "2028 Notes").

In November 2021, nVent Finance issued \$300.0 million aggregate principal amount of 2.750% senior notes due 2031 (the "2031 Notes"). In December 2021, the Company redeemed the \$300.0 million aggregate principal amount of the 2023 Notes. We incurred costs of \$15.2 million related to the early extinguishment of the 2023 Notes, which was recorded as Loss on the early extinguishment of debt in the Consolidated Statements of Operations and Comprehensive Income.

In May 2023, to finance the acquisition of ECM Industries, nVent Finance issued \$500.0 million aggregate principal amount of 5.650% Senior Notes due 2033 (the "2033 Notes" and, collectively with the 2028 Notes and the 2031 Notes, the "Notes").

Interest on the 2028 Notes is payable semi-annually in arrears on April 15 and October 15 of each year, and interest on the 2031 Notes and 2033 Notes is payable semi-annually in arrears on May 15 and November 15 of each year.

The Notes are fully and unconditionally guaranteed as to payment by nVent (the "Parent Company Guarantor"). There are no subsidiaries that guarantee the Notes. The Parent Company Guarantor is a holding company that has no independent assets or operations unrelated to its investments in consolidated subsidiaries. The Subsidiary Issuer is a holding company that has no independent assets or operations unrelated to its investments in consolidated subsidiaries and the issuance of the Notes and other external debt. The Parent Company Guarantor's principal source of cash flow, including cash flow to make payments on the Notes pursuant to the guarantees, is dividends from its subsidiaries. The Subsidiary Issuer's principal source of cash flow is interest income from its subsidiaries. None of the subsidiaries of the Parent Company Guarantor or the Subsidiary Issuer is under any direct obligation to pay or otherwise fund amounts due on the Notes or the guarantees, whether in the form of dividends, distributions, loans or other payments. In addition, there may be statutory and regulatory limitations on the payment of dividends from certain subsidiaries of the Parent Company Guarantor or the Subsidiary Issuer. If such subsidiaries are unable to transfer funds to the Parent Company Guarantor or the Subsidiary Issuer and sufficient cash or liquidity is not otherwise available, the Parent Company Guarantor or the Subsidiary Issuer may not be able to make principal and interest payments on their outstanding debt, including the Notes or the guarantees.

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#### **Notes to consolidated financial statements**

The Notes constitute general unsecured senior obligations of the Subsidiary Issuer and rank equally in right of payment with all existing and future unsubordinated and unsecured indebtedness and liabilities of the Subsidiary Issuer. The guarantees of the Notes by the Parent Company Guarantor constitute general unsecured obligations of the Parent Company Guarantor and rank

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#### **Notes to consolidated financial statements**

equally in right of payment with all existing and future unsubordinated and unsecured indebtedness and liabilities of the Subsidiary Issuer. Subject to certain qualifications and exceptions, the indenture pursuant to which the Notes were issued contains covenants that, among other things, restrict nVent's, nVent Finance's and certain subsidiaries' ability to merge or consolidate with another person, create liens or engage in sale and lease-back transactions.

There are no significant restrictions on the ability of nVent to obtain funds from its subsidiaries by dividend or loan. None of the assets of nVent or its subsidiaries represents restricted net assets pursuant to the guidelines established by the Securities and Exchange Commission.

#### **Senior credit facilities**

In September 2021, the Company and its subsidiaries nVent Finance and Hoffman Schroff Holdings, Inc. entered into an amended and restated credit agreement (the "Credit Agreement") with a syndicate of banks providing for a five-year \$300.0 million senior unsecured term loan facility (the "2021 Term Loan Facility") and a five-year \$600.0 million senior unsecured revolving credit facility (the "Revolving Credit Facility" and, together with the 2021 Term Loan Facility, the "Senior Credit Facilities"). Borrowings under the 2021 Term Loan Facility were permitted on a delayed draw basis during the first year of the five-year term of the 2021 Term Loan Facility, and borrowings under the Revolving Credit Facility are permitted from time to time during the full five-year term of the Revolving Credit Facility. In September 2022, nVent exercised the delayed draw provision of the 2021 Term Loan Facility, increasing the total borrowings under the 2021 Term Loan Facility by \$200.0 million to \$300.0 million. nVent Finance has the option to request to increase the Revolving Credit Facility in an aggregate amount of up to \$300.0 million, subject to customary conditions, including the commitment of the participating lenders.

As of **December 31, 2023** **December 31, 2024**, the borrowing capacity under the Revolving Credit Facility was \$600.0 million.

Borrowings under the Senior Credit Facilities bear interest at a rate equal to an adjusted base rate, the Secured Overnight Financing Rate ("SOFR"), Euro Interbank Offer Rate ("EURIBOR") or Sterling Overnight Index Average ("SONIA"), plus, in each case, an applicable margin. The applicable margin will be based on, at nVent Finance's election, the Company's leverage level or public credit rating.

In April 2023, nVent and nVent Finance entered into a loan agreement providing for another senior unsecured term loan facility of \$300.0 million for five-years (the "2023 Term Loan Facility"), which was used to fund the acquisition of ECM Industries. The 2023 Term Loan Facility bears interest at a rate equal to an adjusted base rate or adjusted term SOFR plus, in each case, an applicable margin. The applicable margin will be based on, at nVent Finance's election, the Company's leverage level or public credit rating.

In June 2024, nVent and nVent Finance entered into a new loan agreement providing for an additional senior unsecured term loan facility of \$500.0 million for two years (the "2024 Term Loan Facility"). In July 2024, nVent partially financed the acquisition of Trachte using the 2024 Term Loan Facility. The 2024 Term Loan Facility bears interest at a rate equal to an adjusted base rate or adjusted term SOFR plus, in each case, an applicable margin. The applicable margin will be based on, at nVent Finance's election, the Company's leverage level or public credit rating.

Our debt agreements contain certain financial covenants, the most restrictive of which are in the Senior Credit Facilities, the 2023 Term Loan Facility and the 2023 2024 Term Loan Facility, including that we may not permit (i) the ratio of our consolidated debt (net of our consolidated unrestricted cash in excess of \$5.0 million but not to exceed \$250.0 million) to our consolidated net income (excluding, among other things, non-cash gains and losses) before interest, taxes, depreciation, amortization and non-cash share-based compensation expense ("EBITDA") on the last day of any period of four consecutive fiscal quarters (each, a "testing period") to exceed 3.75 to 1.00 (or, at nVent Finance's election and subject to certain conditions, 4.25 to 1.00 for four testing periods in connection with certain material acquisitions, which we elected in connection with the acquisition of ECM Industries in May 2023 for each of the next four fiscal quarters beginning in the second quarter of 2023 acquisitions) and (ii) the ratio of our EBITDA to our consolidated interest expense for the same period to be less than 3.00 to 1.00. In addition, subject to certain qualifications and exceptions, the Senior Credit Facilities, the 2023 Term Loan Facility and the 2023 2024 Term Loan Facility also contain covenants that, among other things, restrict our ability to create liens, merge or consolidate with another person, make acquisitions and incur subsidiary debt. As of **December 31, 2023** **December 31, 2024**, we were in compliance with all financial covenants in our debt agreements, and there is no material uncertainty about our ongoing ability to meet those covenants.

Debt outstanding at **December 31, 2023** **December 31, 2024**, excluding unamortized issuance costs and discounts, matures on a calendar year basis as follows:

<i>In millions</i>	<i>In millions</i>	2024	2025	2026	2027	2028	Thereafter	Total	<i>In millions</i>	2025	2026	2027	2028	2029	Thereafter	Total
Contractual debt obligation maturities																

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#### **Notes to consolidated financial statements**

#### **10.11. Derivatives and Financial Instruments**

##### **Derivative financial instruments**

We are exposed to market risk related to changes in foreign currency exchange rates. To manage the volatility related to this exposure, we periodically enter into a variety of derivative financial instruments. Our objective is to reduce, where it is deemed appropriate to do so, fluctuations in earnings and

cash flows associated with changes in foreign currency exchange rates. The derivative contracts contain credit risk to the extent that our bank counterparties may be unable to meet the terms of the agreements. The amount of such credit risk is generally limited to the unrealized gains, if any, in such contracts. Such risk is minimized by limiting those counterparties to major financial institutions of high credit quality.

#### **Foreign currency contracts**

We conduct business in various locations throughout the world and are subject to market risk due to changes in the value of foreign currencies. We manage our economic and transaction exposure to certain market-based risks through the use of derivative instruments. These derivative instruments primarily consist of forward foreign currency contracts used to mitigate foreign currency exposure for certain foreign currency assets and liabilities. Our objective in holding these derivatives is to reduce the volatility in net earnings and cash flows associated with changes in foreign currency rates. The majority of our foreign currency contracts have an original maturity date of less than one year. These foreign currency contracts are not designated as hedging instruments; accordingly, changes in the fair value are recorded in current period earnings.

At December 31, 2023 December 31, 2024 and 2022, 2023, we had outstanding foreign currency derivative contracts with gross notional U.S. dollar equivalent amounts of \$146.8 million \$73.8 million and \$145.7 million \$143.0 million, respectively. The impact of these contracts on the Consolidated Statements of Operations and Comprehensive Income was not material for any period presented.

#### **Cross currency swaps**

At December 31, 2023 December 31, 2024 and 2022, 2023, we had outstanding cross currency swap agreements with a combined notional amount of \$330.8 million \$321.1 million and \$345.1 million \$330.8 million, respectively. The agreements are accounted for as either cash flow hedges or fair value hedges, to hedge foreign currency fluctuations on certain intercompany debt, or as net investment hedges, to manage our exposure to fluctuations in the Euro-U.S. Dollar exchange rate. As of December 31, 2023 December 31, 2024 and 2022, 2023, we had deferred foreign currency gain of \$0.7 million and loss of \$3.5 million and gain of \$18.9 million, respectively, in Accumulated other comprehensive loss associated with our cross currency swap activity.

In the fourth quarter of 2024, a net investment hedge was terminated early, resulting in a \$0.4 million settlement, which is reflected as a component of investing cash inflows. Subsequent to the termination, we entered into a new net investment hedge of certain Euro-denominated subsidiaries to manage exposure to fluctuations in the Euro-U.S. dollar exchange rate with a gross notional U.S. dollar equivalent amount of \$134.9 million.

In the second quarter of 2023, a cash flow hedge instrument and a net investment hedge instrument each reached maturity, resulting in settlement amounts reflected as a component of financing and investing cash inflows in the amount of \$4.5 million and \$3.1 million, respectively. Upon maturity of the previous agreement, we entered into a new net investment hedge with a gross notional U.S. dollar equivalent amount of \$66.1 million. This net investment hedge was then settled early in the fourth quarter of 2023, resulting in a \$1.7 million settlement, which is reflected as a component of investing cash inflows. Subsequent to the termination, we entered into a new net investment hedge of certain Euro-denominated subsidiaries to manage exposure to fluctuations in the Euro-U.S. dollar exchange rate with a gross notional U.S. dollar equivalent amount of \$126.5 million.

In the third quarter of 2022, as a result of an early settlement of a cross currency swap cash flow hedge instrument, \$10.0 million of cash inflows has been reflected as a component of financing cash flows and \$0.3 million of expense was recorded to *Selling, general and administrative expense* from Accumulated other comprehensive loss. We entered into a cross currency swap cash flow hedge with a gross notional U.S. dollar equivalent amount of \$121.0 million to replace the terminated agreement, which we designated as a fair value hedge to offset foreign currency risk associated with Euro-denominated intercompany debt.

#### **Interest rate swaps**

We are also exposed to interest rate risk fluctuations in connection with the planned issuance of long-term debt. To manage the volatility related to this exposure, we may use forward starting interest rate swaps to fix a portion of the interest cost associated with anticipated future financings. In 2020, we entered into a forward starting interest rate swap to hedge the variability of cash flows attributable to changes in the benchmark swap interest rate, London Interbank Offered Rate ("LIBOR"), associated with the anticipated refinancing of the 2023 Notes. The interest rate swap contract had a notional amount of \$200 million, and was settled in the fourth quarter of 2021 in conjunction with the issuance of the 2031 Notes. Accordingly, cash flows of \$9.6 million relating to the settlement of interest rate swaps hedging the forecasted issuance of debt have been reflected as a component of financing cash flows. The resulting gain from the settlement is deferred to *Accumulated other comprehensive loss*, and is being reclassified to interest expense over the term of the 2031 Notes (underlying debt).

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#### **Notes to consolidated financial statements**

#### **Fair value of financial instruments**

The following methods were used to estimate the fair values of each class of financial instrument:

- *short-term financial instruments (cash and cash equivalents, accounts and notes receivable, accounts and notes payable and variable-rate debt)* — recorded amount approximates fair value because of the short maturity period;
- *long-term fixed-rate debt, including current maturities* — fair value is based on market quotes available for issuance of debt with similar terms, which are inputs that are classified as Level 2 in the valuation hierarchy defined by the accounting guidance;

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##### **Notes to consolidated financial statements**

- *cross currency swap and foreign currency contract and interest rate swap agreements* — fair values are determined through the use of models that consider various assumptions, including time value, yield curves, as well as other relevant economic measures, which are observable inputs that are classified as Level 2 in the valuation hierarchy defined by the accounting guidance; and
- *deferred compensation plan assets (mutual funds, common/collective trusts and cash equivalents for payment of certain non-qualified benefits for retired, terminated and active employees)* — fair value of mutual funds and cash equivalents are based on quoted market prices in active markets that are classified as Level 1 in the valuation hierarchy defined by the accounting guidance; fair value of common/collective trusts are valued at net asset value ("NAV"), which is based on the fair value of the underlying securities owned by the fund divided by the number of shares outstanding.

The recorded amounts and estimated fair values of total debt, excluding unamortized issuance costs and discounts, at December 31 were as follows:

	2023		2022		2024		2023				
	In millions	Recorded	In millions	Recorded	In millions	Recorded	Amount	Fair Value	Recorded	Amount	Fair Value
Variable rate debt											
Fixed rate debt											
<b>Total debt</b>											

Financial assets and liabilities measured at fair value on a recurring basis at December 31 were as follows:

Recurring fair value measurements	Recurring fair value measurements				Recurring fair value measurements					
	2023				2024					
	Level 1	Level 2	Level 3	NAV Total	Level 1	Level 2	Level 3	NAV Total		
In millions	In millions	1	2	3	NAV Total	In millions	1	2	3	NAV Total
Cross currency swap liabilities										
Cross currency swap assets										
Foreign currency contract liabilities										
Foreign currency contract assets										
Deferred compensation plan assets										
Deferred compensation plan assets										
Deferred compensation plan assets										
<b>Total recurring fair value measurements</b>										
Recurring fair value measurements	Recurring fair value measurements				Recurring fair value measurements					
	2022				2023					
	Level 1	Level 2	Level 3	NAV Total	Level 1	Level 2	Level 3	NAV Total		
In millions	In millions	1	2	3	NAV Total	In millions	1	2	3	NAV Total
Cross currency swap liabilities										
Cross currency swap assets										

Foreign currency contract liabilities
Foreign currency contract assets
Deferred compensation plan assets
Deferred compensation plan assets
Deferred compensation plan assets
Total recurring fair value measurements

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**Notes to consolidated financial statements**

**11.12. Income Taxes**

Income before income taxes consisted of the following:

In millions	In millions	Years ended December 31			In millions	Years ended December 31		
		2023	2022	2021		2024	2023	2022
Federal <sup>(1)</sup>								
International <sup>(2)</sup>								
Income before income taxes								

(1) "Federal" reflects U.K. loss before income taxes.

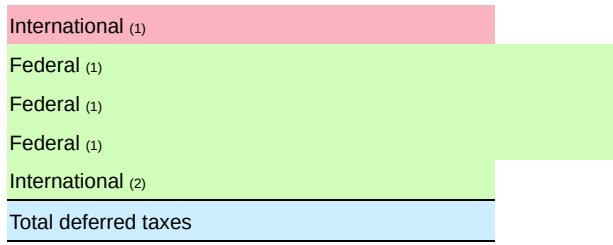
(2) "International" reflects non-U.K. income before income taxes.

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**Notes to consolidated financial statements**

The provision (benefit) for income taxes consisted of the following:

In millions	In millions	Years ended December 31			In millions	Years ended December 31		
		2023	2022	2021		2024	2023	2022
<b>Currently payable</b>								
Federal <sup>(1)</sup>								
Federal <sup>(1)</sup>								
Federal <sup>(1)</sup>								
International <sup>(1)</sup>								
International <sup>(1)</sup>								
International <sup>(1)</sup>								
International <sup>(2)</sup>								
International <sup>(2)</sup>								
International <sup>(2)</sup>								
<b>Total current taxes</b>								
<b>Deferred</b>								
Federal <sup>(2)</sup>								
Federal <sup>(2)</sup>								
Federal <sup>(2)</sup>								



(1) "International" "Federal" represents non-U.K. U.K. taxes.

(2) "Federal" "International" represents U.K. non-U.K. taxes.

Reconciliations of the federal statutory income tax rate to our effective tax rate were as follows:

Percentages	Percentages	Years ended December 31			Years ended December 31		
		2023	2022	2021	Percentages	2024	2023
	Federal statutory income tax rate (1)				Federal statutory income tax rate (1)		
Federal statutory income tax rate (1)		23.5	% 19.0	% 19.0	25.0 % 23.5 % 19.0 %		
Tax effect of international operations (2)							
Change in valuation allowances							
Change in other valuation allowances							
Withholding taxes							
Withholding taxes							
Withholding taxes							
Change in tax basis of foreign assets (3)							
Recognition of foreign income tax loss carryforwards							
Foreign income tax loss carryforwards (4)							
Excess tax benefits on stock-based compensation							
Tax effect of equity investment impairment							
Effective tax rate					Effective tax rate		
					43.9 % (22.5)	% 12.8	%
Effective tax rate							
Effective tax rate					(13.5) % 15.4	% 14.9	%

(1) The U.K. changed its tax rate to from 19% to 25%, effective April 1, 2023; the statutory rate reflects the U.K. statutory rate of 23.5% for 2023, and 19.0% for 2022 and 2021.

(2) The tax effect of international operations consists of non-U.K. jurisdictions.

(3) In 2023, we recorded a non-cash income tax benefit of \$72.0 \$55.4 million related to a step up in tax basis of intangible assets in Switzerland, partially offset by valuation allowances of \$12.0 \$5.1 million. The assets are amortizable starting in 2024, 2025, and the amortization period varies based on the nature of the underlying assets from which the values were derived. We also

(4) In 2023, we recorded a non-cash income tax benefit of \$93.2 million related to foreign income tax loss carryforwards resulting from tax-deductible statutory losses in Luxembourg. While We have determined in 2024 that such loss carryforwards will not be utilized in the tax loss remaining carryforward period is definite lived, we anticipate that we will and have sufficient future sources of income to fully utilize the tax loss carryforwards such that put a valuation allowance is not required.

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against the adjusted remaining loss carryforward available.

Reconciliations of the beginning and ending gross unrecognized tax benefits were as follows:

In millions	Years ended December 31			Years ended December 31				
	In millions	2023	2022	2021	In millions	2024	2023	2022
Beginning balance								
Gross increases for tax positions in prior periods								
Gross decreases for tax positions in prior periods								
Gross increases based on tax positions related to the current year								
Gross decreases related to settlements with taxing authorities								
Reductions due to statute expiration								
Gross increases (decreases) due to currency fluctuations								
Ending balance								
Ending balance								
Ending balance								

We record gross unrecognized tax benefits in *Other current liabilities* and *Other non-current liabilities* in the Consolidated Balance Sheets. Included in the **\$13.9 million** **\$11.7 million** of total gross unrecognized tax benefits as of **December 31, 2023** **December 31, 2024** was **\$12.4 million** **\$10.0 million** of tax benefits that, if recognized, would impact the effective tax rate. It is reasonably possible that the gross

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unrecognized tax benefits as of **December 31, 2023** **December 31, 2024** may decrease by a range of zero to **\$3.7 million** **\$2.4 million** during **2024, 2025**, primarily as a result of the resolution of non-U.K. examinations and the expiration of various statutes of limitations.

Based on the outcome of tax examinations, or as a result of the expiration of statute of limitations for specific jurisdictions, it is reasonably possible that certain unrecognized tax benefits for tax positions taken on previously filed tax returns will materially change from those recorded as liabilities in our financial statements. A number of tax periods from **2014** **2017** to present are under audit by tax authorities in various jurisdictions, including **Canada, Germany, India, Japan, The Netherlands** and certain U.S. states. We anticipate that several of these audits may be concluded in the foreseeable future.

We record penalties and interest related to unrecognized tax benefits in *Provision (benefit) for income taxes* and *Net interest expense*, respectively, in the Consolidated Statements of Operations and Comprehensive Income. As of **December 31, 2023** **December 31, 2024** and **2022, 2023**, we have liabilities of **\$2.1 million** **\$2.0 million** and **\$2.0 million** **\$2.1 million**, respectively, for the possible payment of penalties and **\$2.3 million** **\$1.4 million** and **\$2.2 million** **\$2.3 million**, respectively, for the possible payment of interest expense, which are recorded in *Other current liabilities* in the Consolidated Balance Sheets.

For **2023, 2024**, we consider substantially all foreign earnings to be indefinitely reinvested. These earnings relate to ongoing operations and have been reinvested in active business operations. It is not practicable to estimate the amount of tax that might be payable if such earnings were to be remitted. Deferred taxes, if necessary, have been provided on earnings of non-U.S. affiliates whose earnings are not indefinitely reinvested.

Deferred taxes arise because of different treatment between financial statement accounting and tax accounting, known as "temporary differences." We record the tax effect of these temporary differences as "deferred tax assets" (generally items that can be used as a tax deduction or credit in future periods) and "deferred tax liabilities" (generally items for which we received a tax deduction but the tax impact has not yet been recorded in the Consolidated Statements of Operations and Comprehensive Income).

Deferred taxes were recorded in the Consolidated Balance Sheets at December 31 as follows:

In millions	2023	2022
Other non-current assets	\$ 179.2	\$ 16.3
Deferred tax liabilities	204.4	199.6

Net deferred tax liabilities	\$ 25.2	\$ 183.3
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In millions	2024	2023
Other non-current assets	\$ 57.0	\$ 166.1
Deferred tax liabilities	242.7	190.3
Net deferred tax liabilities	\$ 185.7	\$ 24.2

The tax effects of the major items recorded as deferred tax assets and liabilities at December 31 were as follows:

In millions	In millions	2023	2022	In millions	2024	2023
<b>Deferred tax assets</b>						
Accrued liabilities and reserves						
Accrued liabilities and reserves						
Accrued liabilities and reserves						
Pension and other post-retirement compensation and benefits						
Employee compensation and benefits						
Tax loss and credit carryforwards						
Other intangibles						
Interest limitation						
Other assets						
Total deferred tax assets						
Valuation allowance						
Deferred tax assets, net of valuation allowance						
<b>Deferred tax liabilities</b>						
Property, plant and equipment						
Property, plant and equipment						
Property, plant and equipment						
Goodwill and other intangibles						
Other liabilities						
Total deferred tax liabilities						
Net deferred tax liabilities						

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Included in tax loss and credit carryforwards in the table above is a deferred tax asset of \$3.1 million as of December 31, 2023 December 31, 2024 related to foreign tax credit carryover from the tax period ended December 31, 2017 and related to transition taxes. The entire amount is subject to a valuation allowance. The foreign tax credit is eligible for carryforward until the tax period ending December 31, 2027.

As of December 31, 2023 December 31, 2024, tax loss carryforwards of \$830.0 million \$789.5 million were available to offset future income. A valuation allowance of \$98.4 million \$183.2 million exists for deferred income tax benefits related to the tax loss carryforwards which may not be realized. We believe sufficient taxable income will be generated in the respective jurisdictions to allow us to fully recover the remainder of the tax losses. The tax losses relate to non-U.S. carryforwards which are subject to varying expiration periods. Non-U.S. carryforwards of \$349.6 million \$330.6 million are located in jurisdictions with unlimited tax loss carryforward periods, while the remainder will begin to expire in 2024, 2025.

## 12, 13. Benefit Plans

### Pension and other post-retirement plans

We sponsor U.S. and non-U.S. defined-benefit pension and other post-retirement plans. The defined benefit pension plans cover certain non-U.S. employees and retirees, and the pension benefits are based principally on an employee's years of service and/or compensation levels near retirement. In addition, we provide certain post-retirement health care and life insurance benefits. Generally, the post-retirement health care and life insurance plans require contributions from retirees.

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benefits that generally provide fixed reimbursements.

#### **Obligations and funded status**

The following tables present reconciliations of plan benefit obligations, fair value of plan assets and the funded status of pension plans and a post-retirement health plan as of and for the years ended December 31:

In millions	Pension plans		Post-retirement health plan		Pension plans		Post-retirement health plan		
	In millions	2023	2022	2023	2022	In millions	2024	2023	2024
<b>Change in benefit obligations</b>									
Benefit obligation beginning of year									
Benefit obligation beginning of year									
Benefit obligation beginning of year									
Service cost									
Interest cost									
Actuarial loss (gain)									
Actuarial loss (gain)									
Actuarial loss (gain)									
Foreign currency translation									
<b>Benefits paid</b>									
Benefit obligation end of year									
Benefit obligation end of year									
Benefit obligation end of year									
<b>Change in plan assets</b>									
Fair value of plan assets beginning of year									
Fair value of plan assets beginning of year									
Fair value of plan assets beginning of year									
Actual return on plan assets									
Company contributions									
Company contributions									
Company contributions									
Foreign currency translation									
Foreign currency translation									
Foreign currency translation									
Benefits paid									
Fair value of plan assets end of year									
Fair value of plan assets end of year									
Fair value of plan assets end of year									

**Funded status**

Fair value of plan assets end of year	
Fair value of plan assets end of year	
Fair value of plan assets end of year	
Benefit obligation end of year	
Benefit obligations in excess of the fair value of plan assets	

The actuarial loss changes during 2024 and gain during 2023 and 2022, respectively, are primarily attributable to the changes in discount rates from the prior year.

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Amounts recorded in the Consolidated Balance Sheets at December 31 were as follows:

In millions	Pension plans		Post-retirement health plan		Pension plans		Post-retirement health plan		
	In millions	2023	2022	2023	2022	In millions	2024	2023	2024
Other non-current assets									
Current liabilities									
Current liabilities									
Current liabilities									
Non-current liabilities									
Benefit obligations in excess of the fair value of plan assets									

The accumulated benefit obligation for all defined benefit plans was \$155.4 million and \$130.0 million at December 31, 2023 December 31, 2024 and 2022, 2023, respectively.

Information for pension plans with an accumulated benefit obligation or projected benefit obligation in excess of plan assets as of December 31 was as follows:

In millions	Projected benefit obligation exceeds the fair value of plan assets		Accumulated benefit obligation exceeds the fair value of plan assets	
	2023	2022	2023	2022
Projected benefit obligation	\$ 149.0	\$ 123.8	\$ 134.8	\$ 108.4
Fair value of plan assets	17.8	14.0	6.1	0.9
Accumulated benefit obligation	N/A	N/A	134.0	107.9

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In millions	Projected benefit obligation exceeds the fair value of plan assets		Accumulated benefit obligation exceeds the fair value of plan assets	
	2024	2023	2024	2023

Projected benefit obligation	\$ 120.3	\$ 125.9	\$ 119.5	\$ 125.1
Fair value of plan assets	3.1	3.2	2.4	2.5
Accumulated benefit obligation	N/A	N/A	118.7	124.7

Components of net periodic benefit expense (income) for our pension plans were as follows for the years ended December 31:

In millions	In millions	2023	2022	2021	In millions	2024	2023	2022
Service cost								
Interest cost								
Expected return on plan assets								
Net actuarial loss (gain)								
Net periodic benefit expense (income)								
Net periodic benefit expense (income)								
Net periodic benefit expense (income)								

Components of net periodic benefit expense (income) for our post-retirement health plan for the years ended December 31, 2023 December 31, 2024, 2022 and 2021 were not material.

#### Assumptions

Weighted-average assumptions used to determine benefit obligations as of December 31 were as follows:

Percentages	Pension plans			Post-retirement health plan			Pension plans			Post-retirement health plan				
	Percentages	2023	2022	2021	2023	2022	2021	Percentages	2024	2023	2022	2024	2023	2022
Discount rate	Discount rate	3.51 %	4.24 %	1.55 %	4.94 %	5.19 %	2.65 %	Discount rate	3.47 %	3.47 %	4.22 %	5.48 %	4.94 %	5.19 %

Rate of compensation increase

Weighted-average assumptions used to determine net periodic benefit expense (income) for years ended December 31 were as follows:

Percentages	Pension plans			Post-retirement health plan			Pension plans			Post-retirement health plan				
	Percentages	2023	2022	2021	2023	2022	2021	Percentages	2024	2023	2022	2024	2023	2022
Discount rate	Discount rate	4.24 %	1.55 %	1.26 %	5.19 %	2.65 %	2.17 %	Discount rate	3.47 %	4.22 %	1.50 %	4.94 %	5.19 %	2.65 %

Expected long-term return on plan assets

Rate of compensation increase

Uncertainty in the securities markets and U.S. economy could result in investment returns less than those assumed. Should the securities markets decline or medical and prescription drug costs increase at a rate greater than assumed, we would expect increasing annual combined net pension and post-retirement health costs for the next several years. Should actual experience

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differ from actuarial assumptions, the projected pension benefit obligation and net pension cost and accumulated post-retirement benefit obligation and post-retirement benefit cost would be affected in future years.

#### Discount rates

The discount rate reflects the current rate at which the pension liabilities could be effectively settled at the end of the year based on our December 31 measurement date. The discount rates on our pension plans ranged from 1.00% to 4.88% 5.39%, 1.00% to 5.25% 4.88% and 0.25% 1.00% to

3.25% 5.22% in 2024, 2023 2022 and 2021, 2022, respectively. The discount rates are determined by matching high-quality, fixed-income debt instruments with maturities corresponding to the expected timing of benefit payments as of the annual measurement date for each of the various plans. There are no known or anticipated changes in our discount rate assumptions that will materially impact our pension expense in 2024, 2025.

#### Expected rates of return

The expected rates of return on our pension plan assets ranged from 1.00% to 5.50% 3.25%, 1.00% to 4.75% 3.75% and 1.00% to 4.50% 2.25% in 2024, 2023 2022 and 2021, 2022, respectively. The expected rate of return is designed to be a long-term assumption that may be subject to considerable year-to-year variance from actual returns. In developing the expected long-term rate of return, we considered our historical returns, with consideration given to forecasted economic conditions, our asset allocations, input from external consultants and broader longer-term market indices. Any difference in the expected rate and actual returns will be included with the actuarial gain or loss recorded in the fourth quarter when our plans are remeasured.

#### Pension plans assets

##### Objective

The primary objective of our investment strategy is to meet the pension obligation to our employees at a reasonable cost to us. This is primarily accomplished through growth of capital and safety of the funds invested.

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##### Asset allocation

The majority of our pension plan assets are invested in fixed income and equity securities which is consistent with our investment policy goals. Actual investments for our pension plans as of December 31 were as follows:

Percentages	Actual	
	2023	2022
Equity securities	45 %	52 %
Fixed income	34 %	28 %
Alternative investments	18 %	16 %
Cash equivalents	3 %	4 %

##### Fair value measurement

The fair values of our pension plan assets as of December 31 were as follows:

In millions	2023	2022
Cash equivalents	\$ 0.9	\$ 1.0
Fixed income:		
Corporate and Non U.S. government	11.0	7.8
Other investments (alternative investments)	6.1	4.4
Total investments at fair value	\$ 18.0	\$ 13.2
Investments measured at net asset value (equity securities)	15.0	14.5
Total	\$ 33.0	\$ 27.7

Valuation methodologies used for investments measured at fair value, each of which is classified as Level 2 in the fair value hierarchy, were as follows:

- **cash equivalents** — Cash equivalents consist of investments in commingled funds valued based on observable market data.
- **fixed income** — Investments in corporate bonds, government securities, mortgages and asset backed securities were valued based upon quoted market prices for similar securities and other observable market data. Investments in commingled funds were generally valued at the net asset value of units held at the end of the period based upon the value of the underlying investments as determined by quoted market prices or by a pricing service.
- **other investments** — Other investments include investments in commingled funds with diversified investment strategies. Investments in commingled funds were valued at the net asset value of units held at the end of the period based upon the value of the underlying investments as determined by quoted market prices or by a pricing service.

## Cash flows

### Contributions

Pension and other post-retirement plan contributions totaled \$6.5 \$4.7 million and \$5.5 \$4.8 million in 2023 2024 and 2022 2023, respectively. The 2024 expected contributions will equal or exceed our minimum funding requirements of \$7.3 million. Company expects to contribute \$5.8 million to the plans in 2025.

### Estimated future benefit payments

The following benefit payments, which reflect expected future service or payout from termination, as appropriate, are expected to be paid by the plans in each of the next five fiscal years and in the aggregate for the five fiscal years thereafter are as follows:

In millions	Post-retirement		
	Pension plans	health plan	
2024	\$ 5.7	\$	1.2
2025		6.8	1.1
2026		6.3	1.1
2027		8.0	1.1
2028		9.0	1.0
2029-2033	45.8		4.6

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In millions	Post-retirement		
	Pension plans	health plan	
2025	\$ 4.7	\$	1.1
2026		4.9	1.1
2027		5.7	1.1
2028		5.9	1.0
2029		6.1	1.0
2030-2034	32.5		4.5

**Savings plan** nVent is the plan sponsor of a 401(k) retirement plan (nVent Management Company Retirement Savings and Incentive Plan or "401(k) plan") and employee share ownership plan (nVent Electric plc Employee Stock Purchase and Bonus Plan). The 401(k) plan covers certain union and all non-union U.S. employees who met certain age requirements. Under the 401(k) plan, eligible U.S. employees could voluntarily contribute a percentage of their eligible compensation, and we match contributions made by employees who met certain eligibility and service requirements. On January 1, 2021, the employer matching contributions were 60% of the first 5% of eligible compensation, and on July 1, 2021, the Company increased the employer matching contributions to 100% of the first 5% of eligible compensation. Expense for the 401(k) plan was \$13.9 \$13.5 million, \$12.5 \$11.4 million, and \$8.6 \$10.1 million in 2024, 2023 2022 and 2021, 2022, respectively.

### 13.14. Shareholders' Equity

#### Authorized shares

Our authorized share capital consists of 400.0 million ordinary shares with a par value of \$0.01 per share.

#### Share repurchases

On May 14, 2021, the Board of Directors authorized the repurchase of our ordinary shares up to a maximum dollar limit of \$300.0 million (the "2021 Authorization"). The 2021 Authorization expired on July 22, 2024.

On May 17, 2024, the Board of Directors authorized the repurchase of our ordinary shares up to a maximum dollar limit of \$500.0 million (the "2024 Authorization"). The 2024 Authorization began on July 23, 2021 July 23, 2024, following the expiration of the 2021 Authorization, and expires on July 22, 2024 July 22, 2027.

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During the year ended December 31, 2024, we repurchased 1.5 million of our ordinary shares for \$100.0 million under the 2024 Authorization and we did not repurchase ordinary shares under the 2021 Authorization. During the year ended December 31, 2023, we repurchased 1.2 million of our ordinary shares for \$58.8 million under the 2021 Authorization. During the year ended December 31, 2022, we repurchased 1.6 million of our ordinary shares for \$63.3 million under the 2021 Authorization. As of December 31, 2023 and 2022, outstanding share repurchases recorded in *Other current liabilities* was zero and \$2.0 million, respectively.

As of December 31, 2023 December 31, 2024, we had \$81.8 \$400.0 million available for repurchases under the 2021 2024 Authorization.

#### **Dividends Payable**

Dividends We paid dividends of \$126.8 million, or \$0.19 per ordinary share were \$0.175 in each quarter of 2024, resulting in \$0.76 for the year ended December 31, 2024. We paid dividends of \$116.8 million, or \$0.175 per ordinary share in each quarter of 2023, resulting in \$0.70 for both the years year ended December 31, 2023 and 2022.

On December 12, 2023 December 16, 2024, the Board of Directors declared a quarterly cash dividend of \$0.19 \$0.20 that was paid on February 2, 2024 February 7, 2025 to shareholders of record at the close of business on January 19, 2024 January 17, 2025. The balance of dividends payable included in *Other current liabilities* on our Consolidated Balance Sheets was \$32.6 \$33.9 million and \$30.4 million \$32.6 million at December 31, 2023 December 31, 2024 and 2022, 2023, respectively.

On February 20, 2024 February 17, 2025, the Board of Directors declared a quarterly cash dividend of \$0.19 \$0.20 per ordinary share payable on May 10, 2024 May 9, 2025 to shareholders of record at the close of business on April 26, 2024 April 25, 2025.

#### **14.15. Segment Information**

We classify our Our continuing operations into the following business are comprised of two reporting segments, based primarily on types of products offered and markets served:

- **Enclosures (to be renamed Systems Protection beginning in the first quarter of 2025)**—The Enclosures segment provides innovative solutions to help protect electronics, systems and data in mission critical applications, including data solutions, centers, that improve reliability resiliency and energy efficiency. Our standard and custom protective enclosures, cooling solutions, both liquid and air, control buildings and power distribution solutions help manage power and protect operating environments for mission critical applications in industrial, infrastructure, commercial and energy verticals.
- **Electrical & Fastening Solutions (to be renamed Electrical Connections beginning in the first quarter of 2025)**—The Electrical & Fastening Solutions segment provides innovative solutions that connect and protect in power and data infrastructure. Our offerings enhance end-user safety, reduce installation time and provide resiliency for critical systems. Our cable management, electrical connections and solutions, and power connections fastening solutions, cable management solutions, grounding help make electrical systems safe, efficient and bonding systems, tools resilient, and test instruments help provide efficiencies to contractors and provide resiliency for critical systems that are used across a wide range of verticals, including commercial and residential, infrastructure, industrial and energy.
- **Thermal Management**—The Thermal Management "Enterprise and other" activity primarily consists of enterprise expenses not allocated to the segments, including certain executive office, board of directors, and centrally-managed enterprise functional or shared service costs related to finance, human resources, legal, supply chain, digital and corporate development. These activities do not meet the criteria for a stand-alone reporting segment provides mission critical heat management solutions that protect people and assets and enhance process efficiency and performance. Our offerings help ensure critical safety, maximize uptime and deliver lower total cost of ownership. For industrial and energy, our products and solutions include heat tracing for freeze protection and process temperature maintenance and temperature control. For commercial, residential and infrastructure, we provide products such as pipe freeze protection, surface deicing, hot water temperature maintenance, floor heating, fire rated wiring and leak detection.

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- **Other** — Other is primarily composed of unallocated corporate expenses, our captive insurance subsidiary and intermediate finance companies under ASC 280.

The accounting policies of our reporting segments are the same as those described in the summary of significant accounting policies. We evaluate performance based on the net sales and The Company's primary measure of segment profitability is reportable segment income. Reportable segment income (loss) represents operating income, which includes certain corporate overhead allocations, and use a variety is exclusive of ratios to measure intangible amortization, acquisition related costs, costs of restructuring activities, "mark-to-market" gain/loss for pension and other post-retirement plans, impairments and other unusual non-operating items.

nVent's chief operating decision maker ("CODM") is our chief executive officer. This presentation is consistent with how the CODM evaluates the results of operations and makes strategic decisions about the business. The CODM uses reportable segment income for purposes of evaluating performance, allocating resources, setting incentive compensation targets, as well as internal forecasting of our reporting segments' future period financial results. These results are not necessarily indicative of the results of operations that would have occurred had each segment been an independent, stand-alone entity during the periods presented. Segment income (loss) represents operating income exclusive

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Net sales and significant expense categories to arrive at our measure of intangible amortization, acquisition related costs, costs of restructuring activities, "mark-to-market" gain/loss for pension and other post-retirement plans, impairments and other unusual non-operating items.

Financial information segment profitability by reportable segment is included for the years ended December 31 were as follows:

In millions	2024		
	Electrical & Fastening		Total
	Enclosures	Solutions	
Net sales	\$ 1,823.3	\$ 1,182.8	\$ 3,006.1
Cost of goods sold <sup>(1)</sup>	1,143.4	637.1	
Selling, general and administrative <sup>(1)</sup>	239.1	167.5	
Research and development <sup>(1)</sup>	37.7	23.7	
Reportable segment income	\$ 403.1	\$ 354.5	\$ 757.6

In millions	2023		
	Electrical & Fastening		Total
	Enclosures	Solutions	
Net sales	\$ 1,605.9	\$ 1,063.0	\$ 2,668.9
Cost of goods sold <sup>(1)</sup>	1,011.6	549.5	
Selling, general and administrative <sup>(1)</sup>	218.0	163.1	
Research and development <sup>(1)</sup>	29.7	19.8	
Reportable segment income	\$ 346.6	\$ 330.6	\$ 677.2

In millions	2022		
	Electrical & Fastening		Total
	Enclosures	Solutions	
Net sales	\$ 1,503.7	\$ 791.4	\$ 2,295.1
Cost of goods sold <sup>(1)</sup>	1,024.7	433.3	
Selling, general and administrative <sup>(1)</sup>	197.5	123.5	
Research and development <sup>(1)</sup>	25.5	14.7	
Reportable segment income	\$ 256.0	\$ 219.9	\$ 475.9

(1) These costs exclude certain expenses reported in the following summary:

In millions	Net sales			Segment income (loss)		
	2023	2022	2021	2023	2022	2021
Enclosures	\$ 1,605.9	\$ 1,503.7	\$ 1,244.8	\$ 346.6	\$ 256.0	\$ 202.1
Electrical & Fastening Solutions	1,063.0	791.4	657.5	330.6	219.9	181.5
Thermal Management	594.7	613.9	559.7	138.5	140.8	121.2
Other	—	—	—	(95.1)	(93.1)	(69.0)

Consolidated	\$ 3,263.6	\$ 2,909.0	\$ 2,462.0	\$ 720.6	\$ 523.6	\$ 435.8
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No customer accounted for more than 10% Consolidated Statements of net sales Operations and Comprehensive Income that are reflected in 2023, 2022 or 2021.

In millions	Identifiable assets			Depreciation		
	2023	2022	2021	2023	2022	2021
Enclosures	\$ 1,319.3	\$ 1,206.6	\$ 1,192.9	\$ 22.4	\$ 20.5	\$ 19.4
Electrical & Fastening Solutions	3,242.1	2,101.0	2,121.6	16.3	10.5	10.1
Thermal Management	1,245.2	1,257.7	1,275.3	8.0	7.4	7.2
Other	355.1	336.9	84.4	5.0	5.1	4.2
Consolidated	\$ 6,161.7	\$ 4,902.2	\$ 4,674.2	\$ 51.7	\$ 43.5	\$ 40.9

In millions	Capital expenditures		
	2023	2022	2021
Enclosures	\$ 38.1	\$ 20.5	\$ 18.3
Electrical & Fastening Solutions	20.7	12.9	11.6
Thermal Management	5.4	5.4	5.3
Other	6.8	7.1	4.3
Consolidated	\$ 71.0	\$ 45.9	\$ 39.5

'Enterprise and other', as well as the costs that are excluded from reportable segment income as discussed above.

The following table presents a reconciliation of consolidated reportable segment income to consolidated income before income taxes for the years ended December 31:

In millions	2023	2022	2021
Segment income	\$ 720.6	\$ 523.6	\$ 435.8
Loss on early extinguishment of debt	—	—	(15.2)
Restructuring and other	(12.8)	(11.7)	(8.8)
Intangible amortization	(89.7)	(70.7)	(67.5)
Pension and other post-retirement mark-to-market (loss) gain	(13.9)	66.3	15.1
Acquisition transaction and integration costs	(13.0)	(0.8)	(4.1)
Inventory step-up amortization	(17.7)	—	—
Gain on sale of investment	10.3	—	—
Interest expense, net	(79.4)	(31.2)	(32.3)
Other income (expense)	(4.9)	(2.9)	(2.3)
Income before income taxes	\$ 499.5	\$ 472.6	\$ 320.7

In millions	2024	2023	2022
Enclosures	\$ 403.1	\$ 346.6	\$ 256.0
Electrical & Fastening Solutions	354.5	330.6	219.9
Reportable segment income	757.6	677.2	475.9
Enterprise and other	(105.6)	(110.6)	(104.6)
Impairment of equity investments	(8.8)	—	—
Restructuring and other	(7.5)	(3.9)	(11.2)
Intangible amortization	(94.7)	(69.5)	(50.3)
Pension and other post-retirement mark-to-market gain (loss)	0.1	(13.4)	61.9

Acquisition transaction and integration costs	(13.9)	(12.8)	(0.8)
Inventory step-up amortization	—	(17.7)	—
Gain on sale of investment	—	10.3	—
Interest expense, net	(106.0)	(79.4)	(31.2)
Other income (expense)	8.0	(4.9)	(3.4)
Income before income taxes	\$ 429.2	\$ 375.3	\$ 336.3

No customer accounted for more than 10% of net sales in 2024, 2023 or 2022.

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In millions	Identifiable assets <sup>(1)</sup>		Depreciation <sup>(2)</sup>		
	2024	2023	2024	2023	2022
Enclosures	\$ 2,129.3	\$ 1,321.7	\$ 25.7	\$ 22.4	\$ 20.5
Electrical & Fastening Solutions	3,154.7	3,242.1	21.8	16.3	10.5
Total for reportable segments	5,284.0	4,563.8	47.5	38.7	31.0
Enterprise and other	1,450.9	1,597.9	3.8	5.0	5.1
Consolidated	\$ 6,734.9	\$ 6,161.7	\$ 51.3	\$ 43.7	\$ 36.1

<sup>(1)</sup> Identifiable assets for 'Enterprise and other' includes total assets held for sale attributable to the Company's Thermal Management business of \$1,276.1 million and \$1,248.1 million as of December 31, 2024 and 2023, respectively. See Note 6 for further information on the Company's sale of the Thermal Management business.

<sup>(2)</sup> These amounts of depreciation disclosed by reportable segment are included within the significant expense categories above, such as cost of goods sold and selling, general and administrative expenses.

In millions	Capital expenditures		
	2024	2023	2022
Enclosures	\$ 45.9	\$ 38.1	\$ 20.5
Electrical & Fastening Solutions	23.2	20.7	12.9
Total for reportable segments	69.1	58.8	33.4
Enterprise and other	4.9	6.8	7.1
Consolidated	\$ 74.0	\$ 65.6	\$ 40.5

#### **16. Share-Based Compensation**

As of December 31, 2023 December 31, 2024, the Company had various share-based awards outstanding which were issued to executives and other eligible employees and directors. Awards with service conditions or both service and market conditions are expensed over the period during which an employee is required to provide service in exchange for the award. The Company estimates forfeitures as part of recording share-based compensation expense.

The Company's long-term incentive program for awarding share-based compensation includes a combination of restricted stock, performance shares and stock options of the Company's common stock pursuant to the nVent Electric plc 2018 Omnibus Incentive Plan ("2018 Omnibus Incentive Plan"). nVent's sole shareholder approved the 2018 Omnibus Incentive Plan in April 2018. The Company's shareholders approved a subsequent amendment to increase the shares authorized for issuance under the 2018 Omnibus Incentive Plan in May 2020. The 2018 Omnibus Incentive Plan authorizes the issuance of 18.5 million shares to settle awards. Our practice is to settle share-based awards by issuing new shares of common stock. Upon vesting, dividends that have accumulated during the vesting period are paid on earned awards.

Total share-based compensation expense for the years ended 2024, 2023 2022 and 2021, 2022, was as follows:

In millions	2023	2022	2021	In millions	2024	2023	2022
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Restricted stock units
Performance share units
Stock options
Total

The total income tax benefit recognized for share-based compensation arrangements for continuing operations for the years ended December 31, 2023 December 31, 2024, 2023 and 2022 and 2021 was \$4.7 \$8.1 million, \$2.7 \$3.9 million and \$2.3 million, respectively.

#### Restricted stock units (RSUs)

Under the 2018 Omnibus Incentive Plan, the Company may award RSUs of our common stock to certain eligible employees and directors. RSUs generally vest one-third each year over a period of three years commencing on the grant date, subject to continuous employment and certain other conditions. The fair value values of the RSUs are based on the closing price of the Company's stock on the date of grant, and are expensed over the vesting period.

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The following table summarizes restricted stock unit activity for the year ended December 31, 2023 December 31, 2024:

Shares in millions	Shares in millions	Number of shares	Weighted average grant date fair value	Shares in millions	Number of shares	Weighted-average grant date fair value
Outstanding as of January 1, 2023						
Outstanding as of January 1, 2024						
Granted						
Vested						
Outstanding as of December 31, 2023						
Outstanding as of December 31, 2023						
Outstanding as of December 31, 2023						
Outstanding as of December 31, 2024						
Outstanding as of December 31, 2024						
Outstanding as of December 31, 2024						

As of December 31, 2023 December 31, 2024, there was \$8.6 \$11.7 million of unrecognized compensation expense related to RSUs granted, which is expected to be recognized over a weighted-average period of 1.9 2.0 years. The total fair value of RSUs vested during the years ended December 31, 2023 December 31, 2024, 2023 and 2022, and 2021, was \$11.9 million, \$9.4 million \$9.2 million and \$7.7 \$9.2 million, respectively.

#### Performance share units ("PSUs")

Under the 2018 Omnibus Incentive Plan, the Company may award PSUs whose vesting is based on the satisfaction of a service period of three years and the achievement of certain performance metrics over that same period.

For PSU awards granted in 2024, 2023 2022, and 2021 2022 the awards vest based on the satisfaction of a three-year service period and total shareholder return ("TSR") relative to the S&P 400 Industrials. Awards earned at the end of the three-year vesting period range from 0% to 200% of the targeted number of PSUs granted based on the ranking of TSR of the Company, assuming reinvestment of all dividends, relative to the S&P 400 Industrials. Expense is recognized over the period during which an employee is required to provide service in exchange for the award, and is recognized irrespective of the market condition being achieved.

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The grant-date fair value of PSUs with market conditions was determined based upon a lattice model. The principal assumptions used in the lattice model include the expected share price volatility of the Company and members of the defined peer group (based on the most recent three-year period as of the grant date) and the risk-free interest rate (an estimate based on the yield of the U.S. Treasury yield curve in effect at the time of the grant for the expected term of the award). A summary of the assumptions used in determining the fair value of these PSUs is as follows:

	2023	2022	2021	
	2024	2023	2022	
Risk-free interest rate	Risk-free interest rate	4.66 % 1.45 % 0.24 %	Risk-free interest rate	4.36 % 4.66 % 1.45 %
Expected share price volatility	Expected share price volatility	51.5 % 51.2 % 50.7 %	Expected share price volatility	43.0 % 51.5 % 51.2 %
Grant-date fair value				

The following table summarizes PSU activity for the year ended December 31, 2023 December 31, 2024:

Shares in millions	Shares in millions	Number of shares	Weighted average grant date fair value	Shares in millions	Number of shares	Weighted-average grant date fair value
Outstanding as of January 1, 2023						
Outstanding as of January 1, 2024						
Granted						
Vested						
Outstanding as of December 31, 2023						
Outstanding as of December 31, 2023						
Outstanding as of December 31, 2023						
Outstanding as of December 31, 2024						
Outstanding as of December 31, 2024						
Outstanding as of December 31, 2024						

As of December 31, 2023 December 31, 2024, there was \$8.7 \$8.9 million of unrecognized compensation expense related to performance share compensation arrangements granted under the 2018 Omnibus Incentive Plan. The expense is expected to be recognized over a weighted-average period of 1.7 1.6 years. The total fair value of PSUs vested during the years ended December 31, 2023 December 31, 2024, 2023 and 2022, and 2021, was \$14.2 million, \$9.6 million and \$4.5 million, and zero, respectively.

#### Stock Options

Under the 2018 Omnibus Incentive Plan, the Company may grant stock options to any eligible employee with an exercise price equal to the market value of the shares on the dates the options were granted. Options generally vest one-third each year over a period of three years commencing on the grant date and expire ten years after the grant date.

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We estimated the fair value of each stock option award issued in the annual share-based compensation grant using a Black-Scholes option pricing model, modified for dividends, and using the following assumptions for the years ended December 31:

		2023	2022	2021	
		2024	2023	2022	
Risk-free interest rate	Risk-free interest rate	3.77	% 1.50	% 0.45	% Risk-free interest rate
Expected dividend yield	Expected dividend yield	1.73	% 1.96	% 2.94	% Expected dividend yield

Expected share price volatility	Expected share price volatility	36.6	% 33.3	% 32.6	% Expected share price volatility	37.1	% 36.6	% 33.3	%
Expected term (years)	Expected term (years)				Expected term				
		6.5		6.2	6.5 (years)	6.8	6.5	6.2	

Weighted-average grant-date fair value for options granted during the year	Weighted-average grant-date fair value for options granted during the year	\$ 27.16	\$ 16.56	\$ 9.24
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These estimates require us to make assumptions based on historical results, observance of trends in our share price, changes in option exercise behaviors, future expectations and other relevant factors. If other assumptions had been used, share-based compensation expense, as calculated and recorded under the accounting guidance, could have been affected.

We based the expected life assumption on historical experience as well as the terms and vesting periods of the options granted. For purposes of determining expected volatility, we considered historical volatilities of peer companies over a period approximately equal to the expected option term. The risk-free rate for periods that coincide with the expected life of the options is based on the U.S. Treasury Department yield curve in effect at the time of grant.

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The following table summarizes stock option activity for the year ended **December 31, 2023** **December 31, 2024**:

Shares and intrinsic value in millions	Number of shares	Weighted-average remaining contractual life (years)			Aggregate intrinsic Value
		Weighted average exercise price	contractual life (years)	Aggregate intrinsic Value	
Outstanding as of January 1, 2023	4.3	\$ 24.78			
Granted	0.3	46.15			
Exercised	(0.5)	24.60			
Outstanding as of December 31, 2023	4.1	26.36			
Options exercisable as of December 31, 2023	3.3	23.78	4.5	\$ 115.9	
Options expected to vest as of December 31, 2023	0.8	36.52	8.2		18.3

Shares and intrinsic value in millions	Number of shares	Weighted-average remaining contractual life (years)			Aggregate intrinsic Value
		Weighted average exercise price	contractual life (years)	Aggregate intrinsic Value	
Outstanding as of January 1, 2024	4.1	\$ 26.36			
Granted	0.3	68.74			
Exercised	(1.1)	22.72			
Forfeited	(0.1)	43.18			
Outstanding as of December 31, 2024	3.2	30.64			
Options exercisable as of December 31, 2024	2.7	25.89	4.5	\$ 112.9	
Options expected to vest as of December 31, 2024	0.6	52.62	8.3		9.1

As of December 31, 2023 December 31, 2024, there was \$3.3 \$3.8 million of unrecognized compensation cost related to non-vested options expected to be recognized over a weighted-average period of 1.9 1.7 years. The total intrinsic value of options exercised for the years ended December 31, 2023 December 31, 2024, 2023 and 2022 and 2021 was \$51.7 million, \$10.4 million \$6.5 million and \$15.4 \$6.5 million, respectively.

Cash received from option exercised for the years ended December 31, 2023 December 31, 2024, 2023 and 2022 and 2021 was \$20.4 million, \$10.8 million \$12.6 million and \$22.9 \$12.6 million, respectively. The actual tax benefit realized for the tax deductions from options exercised for continuing operations totaled \$1.7 \$3.4 million, \$0.7 \$1.4 million and \$1.0 million \$0.7 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022, respectively.

#### 16.17. Leases

We have operating leases for office space, production facilities, distribution centers, warehouses, sales offices, fleet vehicles and equipment. We also have finance leases for production facilities and equipment. In accordance with our accounting policy, leases with an initial term of 12 months or less are not recognized on the balance sheet; we recognize lease expense for these leases on a straight-line basis over the lease term. We elected the practical expedient for all leases to include both lease and non-lease components within our lease assets and lease liabilities.

Our lease agreements do not contain any material residual value guarantees, any material bargain purchase options or material restrictive covenants. We have no material sublease arrangements with third parties or lease transactions with related parties.

During the years ended December 31, 2023, 2022 and 2021, rent expense was \$29.7 million, \$25.9 million and \$19.9 million, respectively, primarily related to operating lease costs. Costs associated with short-term leases, variable rent and subleases were immaterial.

Our leases have remaining lease terms of one to ten nineteen years, some of which include options to extend the leases for up to five years. renewal options. Renewal options that are reasonably certain to be exercised are included in the lease term. The incremental borrowing rate is used in determining the

**nVent Electric plc**

**Notes to consolidated financial statements**

present value of lease payments, unless an implicit rate is specified. Incremental borrowing rates on a collateralized basis are determined based on the economic environment in which leases are denominated and the lease term.

The weighted average remaining lease term and weighted average discount rate were as follows:

	December 31, 2023	December 31, 2022
Weighted average remaining lease term		
Operating leases	6 years	6 years
Weighted average discount rate		
Operating leases	4.9 %	4.0 %

	December 31, 2024	December 31, 2023
Weighted-average remaining lease term:		
Operating leases	5 years	6 years
Finance leases	12 years	n/a
Weighted-average discount rate:		
Operating leases	5.1 %	5.0 %
Finance leases	6.0 %	n/a

Lease expense for the years ended December 31 were as follows:

In millions	2024	2023	2022
Operating lease expense	\$ 26.3	\$ 24.5	\$ 20.4

Finance lease expense:				
Amortization of right-of-use assets	\$ 0.5	\$ —	\$ —	—
Interest on lease liabilities	0.5	—	—	—
Total finance lease expense	\$ 1.0	\$ —	\$ —	—

Maturities of lease liabilities as of December 31, 2024 were as follows:

<i>In millions</i>	Operating lease obligations	Finance lease obligations
2025	\$ 31.7	\$ 1.4
2026	29.1	1.5
2027	26.3	1.5
2028	20.1	1.5
2029	13.9	1.5
Thereafter	24.2	23.1
Total lease payments	145.3	30.5
Less imputed interest	(32.2)	(12.5)
Total reported lease liability	\$ 113.1	\$ 18.0

Supplemental cash flow information and other information related to leases for the years ended December 31 was as follows:

<i>In millions</i>	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating leases	\$ 25.5	\$ 21.6
Financing leases	0.6	—
Lease right-of-use assets obtained in exchange for new lease liabilities:		
Operating leases	\$ 29.7	\$ 56.5
Financing leases	18.2	—

***nVent Electric plc***

***Notes to consolidated financial statements***

Future lease payments under non-cancelable operating leases as of December 31, 2023 were as follows:

<i>In millions</i>		
2024	\$	31.1
2025		28.1
2026		25.4
2027		21.4
2028		14.6
Thereafter		25.4
Total lease payments		146.0
Less imputed interest		(22.0)
Total reported lease liability	\$	124.0

Supplemental cash flow information related to operating leases was as follows:

<i>In millions</i>	Year ended December 31	
	2023	2022

Cash paid for amounts included in the measurement of lease liabilities	\$ 26.6	\$ 22.7
Lease right-of-use assets obtained in exchange for new lease liabilities	66.4	20.3

Supplemental balance sheet information related to **operating leases** as of December 31 was as follows:

<i>In millions</i>	<i>In millions</i>	Classification	2023	2022	<i>In millions</i>	Classification	2024	2023
<b>Assets</b>								
<b>Operating Leases</b>								
Lease right-of-use assets								
Lease right-of-use assets								
Lease right-of-use assets								
<b>Liabilities</b>								
Current lease liabilities								
Current lease liabilities								
Current lease liabilities								
Non-current lease liabilities								
Total lease liabilities								
<b>Finance Leases</b>								
<b>Finance Leases</b>								
<b>Finance Leases</b>								
Lease right-of-use assets								
Lease right-of-use assets								
Lease right-of-use assets								
Current lease liabilities								
Current lease liabilities								
Current lease liabilities								
Non-current lease liabilities								
Total lease liabilities								

## 17.18. Commitments and Contingencies

### Warranties and guarantees

In connection with the disposition of our businesses or product lines, we may agree to indemnify purchasers for various potential liabilities relating to the sold business, such as pre-closing tax, product liability, warranty, environmental, or other obligations. The subject matter, amounts and duration of any such indemnification obligations vary for each type of liability indemnified and may vary widely from transaction to transaction.

Generally, the maximum obligation under such indemnifications is not explicitly stated and as a result, the overall amount of these obligations cannot be reasonably estimated. Historically, we have not made significant payments for these indemnifications. We believe that if we were to incur a loss in any of these matters, the loss would not have a material effect on our financial position, results of operations or cash flows.

We recognize, at the inception of a guarantee, a liability for the fair value of the obligation undertaken in issuing the guarantee.

We provide service and warranty policies on our products. Liability under service and warranty policies is based upon a review of historical warranty and service claim experience. Adjustments are made to accruals as claim data and historical experience warrant. Our liability for service and product warranties as of **December 31, 2023** **December 31, 2024** and **2022** **2023** was not material.

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**Notes to consolidated financial statements**

### Stand-by letters of credit, bank guarantees and bonds

In the ordinary course of business, we are required to commit to bonds, letters of credit and bank guarantees that require payments to our customers for any non-performance. The outstanding face value of these instruments fluctuates with the value of our projects in process and in our backlog. In addition,

we issue financial stand-by letters of credit primarily to secure our performance to third parties under self-insurance programs.

As of December 31, 2023 December 31, 2024 and 2022, 2023, the outstanding value of bonds, letters of credit and bank guarantees totaled \$45.5 \$10.7 million and \$38.0 \$10.5 million, respectively.

#### **Other matters**

We are subject to disputes, administrative proceedings and other claims arising out of the normal conduct of our business. These matters generally relate to disputes arising out of the use or installation of our products, product liability litigation, personal injury claims, commercial and contract disputes and employment related matters. On the basis of information currently available, management does not believe that existing proceedings and claims will have a material impact on our consolidated financial statements. However, litigation is unpredictable, and we could incur judgments or enter into settlements for current or future claims that could adversely affect our financial statements.

### **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

### **ITEM 9A. CONTROLS AND PROCEDURES**

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the year ended December 31, 2023 December 31, 2024, pursuant to Rule 13a-15(b) of the Securities Exchange Act of 1934 ("the Exchange Act"). Based upon their evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the year ended December 31, 2023 December 31, 2024 to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms and to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosures.

#### **Management's Annual Report on Internal Control Over Financial Reporting**

The report of management required under this ITEM 9A is contained in ITEM 8 of this Annual Report on Form 10-K under the caption "Management's Report on Internal Control Over Financial Reporting."

#### **Attestation Report of Independent Registered Public Accounting Firm**

The attestation report required under this ITEM 9A is contained in ITEM 8 of this Annual Report on Form 10-K under the caption "Report of Independent Registered Public Accounting Firm."

#### **Changes in Internal Control over Financial Reporting**

During the year ended December 31, 2023 December 31, 2024, we completed the acquisition of ECM Industries, Trachte. As part of our ongoing integration activities associated with the ECM Industries Trachte acquisition, we are reviewing the internal controls and procedures of ECM Industries Trachte and working to augment our company-wide controls to reflect the risks inherent in the acquisition. There were no other changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2023 December 31, 2024 that have materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

### **ITEM 9B. OTHER INFORMATION**

(b)

During the fourth quarter of 2023, 2024, none of our directors or Section 16 officers adopted or terminated any "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" (as each term is defined in Item 408(a) of Regulation S-K), except as set forth in the table below.

Name	Jerry W. Burris
Title	Director
Type of trading arrangement	Rule 10b5-1 trading arrangement intended to satisfy the affirmative defense of Rule 10b5-1(c).
Adoption date	11/15/2023*
	* The trading arrangement only permits transactions upon expiration of the applicable mandatory cooling-off period under Rule 10b5-1 under the Securities Act of 1934, as amended.
Duration of trading arrangement	The trading arrangement permits transactions through and including the earlier to occur of December 31, 2024 or the execution of all trades or expiration of all orders relating to such trades.
Aggregate number of shares to be sold	Up to 4,008 shares issuable upon the exercise of options to acquire shares pursuant to the trading arrangement.

#### ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

### PART III

#### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information required under this item with respect to directors is contained in our Proxy Statement for our 2024 2025 annual general meeting of shareholders under the captions "Proposal 1 Elect Director Nominees" and "Corporate Governance Matters," and is incorporated herein by reference.

Information required under this item with respect to executive officers is contained in Part I of this Form 10-K under the caption "Information About Our Executive Officers."

Our Board of Directors adopted nVent's Code of Business Conduct and Ethics and designated it as the code of ethics for the Company's Chief Executive Officer and senior financial officers. The Code of Business Conduct and Ethics also applies to all employees and directors in accordance with New York Stock Exchange Listing Standards. We have posted a copy of nVent's Code of Business Conduct and Ethics on our website at <https://investors.nvent.com/corporate-governance/>. We intend to satisfy the disclosure requirements under Item 5.05 of Form 8-K regarding amendments to or waivers from, nVent's Code of Business Conduct and Ethics by posting such information on our website at <https://investors.nvent.com/corporate-governance/>.

Information required under this item with respect to our Insider Trading Policy is contained in our Proxy Statement for our 2025 annual general meeting of shareholders under the caption "Compensation Discussion and Analysis – Insider Trading Policy" and is incorporated herein by reference.

We are not including the information contained on our website as part of, or incorporating it by reference into, this report.

#### ITEM 11. EXECUTIVE COMPENSATION

Information required under this item is contained in our Proxy Statement for our 2024 2025 annual general meeting of shareholders under the captions "Corporate Governance Matters - Director Compensation," "Compensation and Human Capital Committee Report," "Compensation Discussion and Analysis," and "Executive Compensation Tables" and is incorporated herein by reference.

#### ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required under this item with respect to security ownership is contained in our Proxy Statement for our 2024 2025 annual general meeting of shareholders under the caption "Security Ownership" and is incorporated herein by reference.

The following table summarizes, as of December 31, 2023 December 31, 2024, information about compensation plans under which our equity securities are authorized for issuance:

##### Plan category

Equity compensation plans approved by security holders:
Equity compensation plans approved by security holders:
Equity compensation plans approved by security holders:

2018 Omnibus Incentive Plan							
2018 Omnibus Incentive Plan							
2018 Omnibus Incentive Plan	5,209,731	<sup>(1)</sup> <sup>(1)</sup> \$26.36	<sup>(2)</sup> <sup>(2)</sup> 11,390,499	<sup>(3)</sup> <sup>(3)</sup> 4,108,862	<sup>(1)</sup> <sup>(1)</sup> \$30.64	<sup>(2)</sup> <sup>(2)</sup> 10,866,980	<sup>(3)</sup> <sup>(3)</sup>
Total							
Total							
Total							

(1) Consists of 4,109,765 3,250,661 shares subject to stock options, 600,698 514,940 shares subject to restricted stock units and 499,268 343,261 shares subject to performance share awards.

(2) Represents the weighted average weighted-average exercise price of outstanding stock options and does not take into account outstanding restricted stock units or performance share units.

(3) Represents securities remaining available for issuance under the 2018 Omnibus Incentive Plan.

#### **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

Information required under this item is contained in our Proxy Statement for our 2024 2025 annual general meeting of shareholders under the captions "Proposal 1 Elect Director Nominees - Director Independence" and "Corporate Governance Matters - The Board's Role and Responsibilities, Including Risk Oversight - Policies and Procedures Regarding Related Person Transactions" and is incorporated herein by reference.

#### **ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

Information required under this item is contained in our Proxy Statement for our 2024 2025 annual general meeting of shareholders under the caption "Proposal 34 Ratify, by Non-Binding Advisory Vote, the Appointment of Deloitte & Touche LLP as the Independent Auditor of nVent Electric plc and to Authorize, by Binding Vote, the Audit and Finance Committee of the Board of Directors to Set the Auditor's Remuneration" and is incorporated herein by reference. Deloitte & Touche LLP (PCAOB ID no. 34) is our principal accountant.

## **PART IV**

#### **ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

The following information required under this item is filed as part of this report:

##### **(1) Financial Statements**

Consolidated Financial Statements filed as part of this report are listed under Part II, ITEM 8 of this Form 10-K.

##### **Financial Statement Schedules**

None.

All other schedules for which provision is made in the applicable accounting regulations of the Securities and Exchange Commission have been omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

##### **(2) Exhibits**

The exhibits of this Annual Report on Form 10-K included herein are set forth below.

Exhibit	
Number	Exhibit
<a href="#">2.1</a>	Share and Asset Purchase Agreement, dated July 31, 2024, by and between nVent Electric plc and BCP VI Summit Holdings LP (as assignee of BCP Acquisitions LLC) (incorporated by reference to Exhibit 2.1 in the Current Report on Form 8-K of nVent Electric plc filed with the Commission on August 6, 2024 (File No. 001-38265)).
<a href="#">3.1</a>	Amended and Restated Memorandum and Articles of Association of nVent Electric plc (incorporated by reference to Exhibit 4.1 to Post-Effective Amendment No. 1 to the Registration Statement on Form S-8 of nVent Electric plc filed with the Commission on December 31, 2018 (File No. 333-224555)).
<a href="#">4.1</a>	Indenture, dated as of March 26, 2018, among nVent Finance S.à r.l., nVent Electric plc, Pentair plc, Pentair Investments Switzerland GmbH and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Amendment No. 4 to the Registration Statement on Form 10 of nVent Electric plc filed with the Commission on March 26, 2018 (File No. 001-38265)).
<a href="#">4.2</a>	Second Supplemental Indenture, dated as of March 26, 2018, among nVent Finance S.à r.l., nVent Electric plc, Pentair plc, Pentair Investments Switzerland GmbH and U.S. Bank National Association (incorporated by reference to Exhibit 4.3 to Amendment No. 4 to the Registration Statement on Form 10 of nVent Electric plc filed with the Commission on March 26, 2018 (File No. 001-38265)).
<a href="#">4.3</a>	Third Supplemental Indenture, dated as of April 30, 2018, among nVent Finance S.à r.l., nVent Electric plc and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 in the Current Report on Form 8-K of nVent Electric plc filed with the Commission on April 30, 2018 (File No. 001-38265)).
<a href="#">4.4</a>	Fourth Supplemental Indenture, dated as of November 23, 2021, among nVent Finance S.à r.l., nVent Electric plc and U.S. Bank National Association (incorporated by reference to Exhibit 4.3 in the Current Report on Form 8-K of nVent Electric plc filed with the Commission on November 23, 2021 (File No. 001-38265)).
<a href="#">4.5</a>	Amended and Restated Credit Agreement, dated as of September 24, 2021, among nVent Electric plc, nVent Finance S.à r.l., Hoffman Schröff Holdings, Inc., the other affiliate borrowers from time to time party thereto and the lenders and agents party thereto (incorporated by reference to Exhibit 4.1 in the Current Report on Form 8-K of nVent Electric plc filed with the Commission on September 30, 2021 (File No. 001-38265)).
<a href="#">4.6</a>	Amendment No. 1, dated as of December 22, 2022, to Amended and Restated Credit Agreement, dated as of September 24, 2021, among nVent Electric plc, nVent Finance S.à r.l., Hoffman Schröff Holdings, Inc. and the lenders and agents party thereto (incorporated by reference to Exhibit 4.6 in the Annual Report on Form 10-K of nVent Electric plc filed with the Commission on February 28, 2023 (File No. 001-38265)).
<a href="#">4.7</a>	Description of Securities.
<a href="#">4.8</a> <a href="#">4.8</a>	Loan Agreement, dated as of April 26, 2023, among nVent Electric plc, nVent Finance S.à r.l., and the lenders and agents party thereto (incorporated by reference to Exhibit 4.1 in the Current Report on Form 8-K of nVent Electric plc filed with the Commission on April 27, 2023 (File No. 001-38265)).
<a href="#">4.9</a> <a href="#">4.9</a>	Fifth Supplemental Indenture, dated as of May 3, 2023, among nVent Finance S.à r.l., nVent Electric plc, and U.S. Bank Trust Company, National Association (incorporated by reference to Exhibit 4.3 in the Current Report on Form 8-K of nVent Electric plc filed with the Commission on May 3, 2023 (File No. 001-38265)).
<a href="#">4.10</a>	Term Loan Agreement, dated as of June 21, 2024, among nVent Electric plc, nVent Finance S.à r.l., and the lenders and agents party thereto (incorporated by reference to Exhibit 4.1 in the Current Report on Form 8-K of nVent Electric plc filed with the Commission on June 24, 2024 (File No. 001-38265)).
<a href="#">10.1</a>	nVent Electric plc 2018 Omnibus Incentive Plan (incorporated by reference to Appendix B to the Definitive Proxy Statement on Schedule 14A of nVent Electric plc filed with the Commission on March 31, 2020 (File No. 001-38265)).*

**10.2** Form of Executive Officer Stock Option Award Agreement for grants prior to December 11, 2022 (incorporated by reference to Exhibit 10.2 in the Quarterly Report on Form 10-Q of nVent Electric plc filed with the Commission on May 8, 2018 (File No. 001-38265)).\*

**10.3** Form of Executive Officer Restricted Stock Unit Award Agreement for grants prior to December 11, 2022 (incorporated by reference to Exhibit 10.3 in the Quarterly Report on Form 10-Q of nVent Electric plc filed with the Commission on May 8, 2018 (File No. 001-38265)).\*

**10.4** Form of Executive Officer Performance Stock Unit Award Agreement for grants prior to December 11, 2022 (incorporated by reference to Exhibit 10.4 in the Quarterly Report on Form 10-Q of nVent Electric plc filed with the Commission on May 8, 2018 (File No. 001-38265)).\*

**10.5** Description of nVent Electric plc Management Incentive Plan (incorporated by reference to Exhibit 10.1 in the Quarterly Report on Form 10-Q of nVent Electric plc filed with the Commission on October 27, 2023 (File No. 001-38265)).\*

**10.6** **10.10** Form of Non-Employee Director Restricted Stock Unit Award Agreement for grants prior to December 11, 2022 (incorporated by reference to Exhibit 10.6 in the Annual Report on Form 10-K of nVent Electric plc filed with the Commission on February 25, 2022 (File No. 001-38265)).\*

**10.7** Form of Key Executive Employment and Severance Agreement for Beth A. Wozniak, Michael B. Faulconer, Lynnette R. Heath, Jon D. Lammers, Aravind Padmanabhan, Joseph A. Ruzynski, Randolph A. Wacker, and Sara E. Zawoyski (incorporated by reference to Exhibit 10.6 to Amendment No. 2 to the Registration Statement on Form 10 of nVent Electric plc filed with the Commission on January 31, 2018 (File No. 001-38265)).\*

**10.8** **10.7** nVent Electric plc Employee Stock Purchase and Bonus Plan, as amended and restated January 1, 2021 (incorporated by reference to Exhibit 10.8 in the Annual Report on Form 10-K of nVent Electric plc filed with the Commission on February 23, 2021 (File No. 001-38265)).\*

**10.9** **10.8** nVent Management Company Non-Qualified Deferred Compensation Plan (incorporated by reference to Exhibit 10.4 in the Current Report on Form 8-K of nVent Electric plc filed with the Commission on April 30, 2018 (File No. 001-38265)).\*

**10.10** **10.9** nVent Management Company Supplemental Executive Retirement Plan (incorporated by reference to Exhibit 10.5 in the Current Report on Form 8-K of nVent Electric plc filed with the Commission on April 30, 2018 (File No. 001-38265)).\*

**10.11** **10.10** **10.1** Flow Control Supplemental Savings and Retirement Plan (incorporated by reference to Exhibit 10.12 to Amendment No. 2 to the Registration Statement on Form 10 of nVent Electric plc filed with the Commission on January 31, 2018 (File No. 001-38265)).\*

**10.12** Form of Deed of Indemnification for directors and executive officers of nVent Electric plc (incorporated by reference to Exhibit 10.4 to Amendment No. 2 to the Registration Statement on Form 10 of nVent Electric plc filed with the Commission on January 31, 2018 (File No. 001-38265)).\*

**10.13** **10.11** Form of Indemnification Agreement for directors and executive officers of nVent Electric plc (incorporated by reference to Exhibit 10.5 to Amendment No. 2 to the Registration Statement on Form 10 of nVent Electric plc filed with the Commission on January 31, 2018 (File No. 001-38265)).\*

**10.14** **10.12** Form of Key Executive Employment and Severance Agreement for Robert J. van der Kolk (incorporated by reference to Exhibit 10.15 in the Quarterly Report on Form 10-Q of nVent Electric plc filed with the Commission on July 26, 2018 (File No. 001-38625)).\*

**10.15** **10.11** Tax Matters Agreement, dated as of April 27, 2018, by and between Pentair plc and nVent Electric plc (incorporated by reference to Exhibit 2.2 in the Current Report on Form 8-K of nVent Electric plc filed with the Commission on April 30, 2018 (File No. 001-38265)).

**10.16** **3** Description of Amendment to the nVent Management Company Non-Qualified Deferred Compensation Plan (incorporated by reference to Exhibit 10.9 in the Quarterly Report on Form 10-Q of nVent Electric plc filed with the Commission on July 31, 2020 (File No. 001-38265)).\*

**10.17** **10.14** nVent Electric plc Non-Employee Director Compensation Policy.\*

**10.18** **10.15** nVent Management Company Severance Plan for Executives effective March 1, 2019, as amended and restated effective September 18, 2023 (incorporated by reference to Exhibit 10.2 in the Quarterly Report on Form 10-Q of nVent Electric plc filed with the Commission on October 27, 2023 (File No. 001-38265)).\*

**10.19** **10.16** Form of Executive Officer Performance Stock Unit Award Agreement with Stock Price Vesting (incorporated by reference to Exhibit 10.1 in the Quarterly Report on Form 10-Q of nVent Electric plc filed with the Commission on April 29, 2021 (File No. 001-38265)).\*

**10.20 10.17** Form of Executive Officer Stock Option Award Agreement for grants on or after December 11, 2022 and prior to December 15, 2024 (incorporated by reference to Exhibit 10.20 in the Annual Report on Form 10-K of nVent Electric plc filed with the Commission on February 28, 2023 (File No. 001-38265)).\*

**10.21 10.18** Form of Executive Officer Restricted Stock Unit Award Agreement for grants on or after December 11, 2022 and prior to December 15, 2024 (incorporated by reference to Exhibit 10.21 in the Annual Report on Form 10-K of nVent Electric plc filed with the Commission on February 28, 2023 (File No. 001-38265)).\*

**10.22 10.19** Form of Executive Officer Performance Stock Unit Award Agreement for grants on or after December 11, 2022 and prior to December 15, 2024 (incorporated by reference to Exhibit 10.22 in the Annual Report on Form 10-K of nVent Electric plc filed with the Commission on February 28, 2023 (File No. 001-38265)).\*

**1 10.20 230** Form of Non-Employee Director Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.23 in the Annual Report on Form 10-K of nVent Electric plc filed with the Commission on February 20, 2024 (file No. 001-38265)).\*

**10.24 10.21** Form of Key Executive Employment and Severance Agreement for Martha C. Bennett (incorporated by reference to Exhibit 10.24 in the Annual Report on Form 10-K of nVent Electric plc filed with the Commission on February 20, 2024 (file No. 001-38265)).\*

**10.22** Form of Executive Officer Stock Option Award Agreement for grants on or after December 15, 2024.\*

**10.23** Form of Executive Officer Restricted Stock Unit Award Agreement for grants on or after December 15, 2024.\*

**10.24** Form of Executive Officer Performance Stock Unit Award Agreement for grants on or after December 15, 2024.\*

**19** nVent Electric plc Insider Trading Policy.

**21** List of nVent Electric plc subsidiaries.

**22** Guarantors and Subsidiary Issuers of Guaranteed Securities (incorporated by reference to Exhibit 22 in the Quarterly Report on Form 10-Q of nVent Electric plc filed with the Commission on July 28, 2023 (File No. 001-38265)).

**23** Consent of Independent Registered Public Accounting Firm — Deloitte & Touche LLP.

**24** Power of attorney.

**31.1** Certification of Chief Executive Officer.

**31.2** Certification of Chief Financial Officer.

**32.1** Certification of Chief Executive Officer, Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

**32.2** Certification of Chief Financial Officer, Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

**97** nVent Electric plc Recovery Policy (incorporated by reference to Exhibit 97 in the Annual Report on Form 10-K of nVent Electric plc filed with the Commission on February 20, 2024 (file No. 001-38265)).\*

**101** The following materials from nVent Electric plc's Annual Report on Form 10-K for the year ended December 31, 2023 December 31, 2024 are filed herewith, formatted in iXBRL (Inline Extensible Business Reporting Language): (i) the Consolidated Statements of Operations and Comprehensive Income for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, (ii) the Consolidated Balance Sheets as of December 31, 2023 December 31, 2024 and 2022, 2023, (iii) the Consolidated Statements of Cash Flows for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, (iv) the Consolidated Statements of Changes in Equity for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, (v) the Notes to the Consolidated Financial Statements, and (vi) the information included in Part I, Item IC, Part II, ITEM 9B(b), and Part III, Item 10.

**104** Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

\* Denotes a management contract or compensatory plan or arrangement.

## ITEM 16. FORM 10-K SUMMARY

None.

### SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on **February 20, 2024** **February 18, 2025**.

NVENT ELECTRIC PLC

By /s/ Sara E. Zawoyski

Sara E. Zawoyski

Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated, on **February 20, 2024** **February 18, 2025**.

<u>Signature</u>	<u>Title</u>
<u>/s/</u> Beth A. Wozniak	Chief Executive Officer and Director
Beth A. Wozniak	
<u>/s/</u> Sara E. Zawoyski	Executive Vice President and Chief Financial Officer
Sara E. Zawoyski	
<u>/s/</u> Randolph A. Wacker	Senior Vice President, Chief Accounting Officer and Treasurer
Randolph A. Wacker	
*	Director
Sherry A. Aaholm	
*	Director
Jerry W. Burris	
*	Director
Susan M. Cameron	
*	Director
Michael L. Ducker	
*	Director
<b>Randall J. Hogan</b>	
*	Director
Danita K. Ostling	
*	Director
Nicola Palmer	
*	Director
Herbert K. Parker	
*	Director
Greg Scheu	

\*By \_\_\_\_\_

/s/ Jon D. Lammers

Jon D. Lammers

Attorney-in-fact

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Exhibit 4.7

## DESCRIPTION OF SHARE CAPITAL

The following description of the share capital of nVent Electric plc ("nVent," the "Company," "we," "our" or "us) summarizes the material terms and provisions that apply to our share capital. The summary is subject to and qualified in its entirety by reference to our amended and restated memorandum and articles of association (the "Constitution"), which are filed as an exhibit to this Annual Report on Form 10-K. This description is not complete and is subject to the applicable provisions of the Companies Act 2014 of Ireland (as amended) (the "Irish Companies Act") and the Constitution.

### Capital Structure

nVent's authorized share capital consists of €25,000 and \$4,200,000, divided into 25,000 euro deferred shares with a nominal value of €1.00 per share, 400,000,000 ordinary shares with a nominal value of \$0.01 per share and 20,000,000 preferred shares with a nominal value of \$0.01 per share. The authorized share capital includes 25,000 euro deferred shares with a nominal value of €1.00 per share in order to satisfy minimum statutory requirements for Irish public limited companies. These euro deferred shares carry no voting or dividend rights.

nVent may issue shares subject to the maximum authorized share capital contained in the Constitution. The authorized share capital may be increased by a resolution approved by a two-thirds majority of the votes of nVent shareholders cast at a general meeting (referred to as a "variation resolution") or reduced by a resolution approved by a simple majority of the votes of nVent shareholders cast at a general meeting (referred to under Irish law as an "ordinary resolution"). The shares comprising the authorized share capital of nVent may be divided into shares of such nominal value as the resolution shall prescribe.

As a matter of Irish law, the directors of a company (or a duly authorized committee thereof) may cause the company to issue new ordinary or preferred shares without shareholder approval once authorized to do so by the constitution of the company or by an ordinary resolution adopted by the shareholders at a general meeting. An ordinary resolution requires over 50 percent of the votes of a company's shareholders cast at a general meeting (in person or by proxy). In accordance with current customary practice in Ireland, nVent sought, and received shareholder approval at nVent's 2023 2024 annual general meeting of shareholders to authorize the board of directors to issue up to a maximum of 20% of nVent's ordinary share capital as of March 17, 2023 March 20, 2024 (an aggregate nominal amount of \$331,333.96 \$331,909.66 or 33,133,396 33,190,996 ordinary shares), for a period of 18 months from approval, or November 12, 2024 November 17, 2025.

The rights and restrictions to which the ordinary shares are subject are prescribed in the Constitution. The Constitution entitles our board of directors, without shareholder approval, to determine the terms of preferred shares issued by nVent. Preferred shares may, among other things, be preferred as to dividends, rights on a winding up or voting in such manner as the directors of nVent may resolve. The preferred shares may also be redeemable at the option of the holder of the preferred shares or at the option of nVent, and may be convertible into or exchangeable for shares of any other class or classes of nVent, depending on the terms of such preferred shares. The issuance of preferred shares is subject to applicable law, including as appropriate the Irish Takeover Rules (as defined herein).

### Preemption Rights

Under Irish law, certain statutory preemption rights apply automatically in favor of shareholders where shares are to be issued for cash. However, nVent has opted out of these preemption rights in the Constitution as permitted under Irish company law. Because Irish law requires this opt-out to be renewed every five years by a resolution approved by not less than 75 percent of the votes of the nVent shareholders cast at a general meeting (referred to under the Irish Companies Act as a "special resolution"), the Constitution provides that this opt-out must be so renewed. If the opt-out is not renewed, shares issued for cash must be offered to existing nVent shareholders on a pro rata basis to their existing shareholding before the shares can be issued to any new shareholders. The statutory preemption rights do not apply where shares are issued for non-cash consideration (such as in a stock-for-stock acquisition) and do not apply to the issue of non-equity shares (that is, shares that have the right to participate only up to a specified amount in any income or capital distribution) or where shares are issued pursuant to an employee option or similar equity plan. In accordance with current customary practice in Ireland, nVent sought, and received, shareholder approval at nVent's 2023 2024 annual general meeting of shareholders to authorize nVent to opt out of preemption rights with respect to the allotment of equity securities up to a maximum of 20% of nVent's issued ordinary share capital as of March 17, 2023 March 20, 2024 (an aggregate nominal amount of \$331,333.96 \$331,909.66 or 33,133,396 33,190,966 ordinary shares). This approval will expire 18 months from the date of the approval, or November 12, 2024 November 17, 2025.

## Dividends

Under Irish law, dividends and distributions may only be made from distributable reserves. Distributable reserves generally means accumulated realized profits less accumulated realized losses and includes reserves created by way of capital reduction. In addition, no distribution or dividend may be made unless the net assets of nVent are equal to, or in excess of, the aggregate of nVent's called-up share capital plus undistributable reserves and the distribution does not reduce nVent's net assets below such aggregate. Undistributable reserves include the share premium account, the capital redemption reserve fund and the amount by which nVent's accumulated unrealized profits, so far as not previously utilized by any capitalization, exceed nVent's accumulated unrealized losses, so far as not previously written off in a reduction or reorganization of capital.

The determination as to whether or not nVent has sufficient distributable reserves to fund a dividend must be made by reference to the "relevant financial statements" of nVent. The "relevant financial statements" will be either the last set of unconsolidated annual audited financial statements or other financial statements properly prepared in accordance with the Irish

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Companies Act, that is initial financial statements or interim financial statements, which give a "true and fair view" of nVent's unconsolidated financial position and accord with accepted accounting practice. The relevant financial statements must be filed in the Companies Registration Office (the official public registry for companies in Ireland).

The Constitution authorizes the directors to declare dividends to the extent they appear justified by profits without shareholder approval. Our board of directors may also recommend a dividend to be approved and declared by the nVent shareholders at a general meeting. Our board of directors may direct that the payment be made by distribution of assets, shares or cash and no dividend issued may exceed the amount recommended by the directors. Dividends may be declared and paid in the form of cash or non-cash assets and may be paid in U.S. dollars or any other currency. All holders of nVent ordinary shares will participate pro rata in respect of any dividend which may be declared in respect of nVent ordinary shares.

The directors of nVent may deduct from any dividend payable to any shareholder any amounts payable by such shareholder to nVent in relation to the nVent ordinary shares.

The directors of nVent are also entitled to issue shares with preferred rights to participate in dividends declared by nVent. The holders of such preferred shares may, depending on their terms, be entitled to claim arrears of a declared dividend out of subsequently declared dividends in priority to shareholders.

## Share Repurchases, Redemptions and Conversions

### Overview

The Constitution provides that any ordinary shares which nVent has agreed to acquire shall be deemed to be a redeemable share, unless our board of directors resolves otherwise. Accordingly, for Irish company law purposes, the repurchase of ordinary shares by nVent will technically be effected as a redemption of those shares as described below under "Repurchases and Redemptions by nVent." If the Constitution does not contain such provision, all repurchases by nVent would be subject to many of the same rules that apply to purchases of nVent ordinary shares by subsidiaries described below under "Purchases by Subsidiaries of nVent" including the shareholder approval requirements described below and the requirement that any on-market purchases be effected on a "recognized stock exchange." Neither Irish law nor any constituent document of nVent places limitations on the right of non-Irish residents or non-Irish owners to vote or hold nVent ordinary shares. Except where otherwise noted, references elsewhere in this document to repurchasing or buying back nVent ordinary shares refer to the redemption of ordinary shares by nVent or the purchase of nVent ordinary shares by a subsidiary of nVent, in each case in accordance with the Constitution and Irish company law as described below.

### Repurchases and Redemptions by nVent

Under Irish law, a company may issue redeemable shares and redeem them out of distributable reserves or the proceeds of a new issue of shares for that purpose. nVent may only issue redeemable shares if the nominal value of the issued share capital that is not redeemable is not less than 10 percent of the nominal value of the total issued share capital of nVent. All redeemable shares must also be fully paid and the terms of redemption of the shares must provide for payment on redemption. Redeemable shares may, upon redemption, be canceled or held in treasury. Based on the provision of the Constitution described above, shareholder approval will not be required to redeem nVent ordinary shares.

nVent may also be given an additional general authority by its shareholders to purchase its own shares on-market which would take effect on the same terms and be subject to the same conditions as applicable to purchases by nVent's subsidiaries as described below.

Our board of directors is also entitled to issue preferred shares, which may be redeemed at the option of either nVent or the shareholder, depending on the terms of such preferred shares. For additional information on redeemable shares, see "Capital Structure."

Repurchased and redeemed shares may be canceled or held as treasury shares. The nominal value of treasury shares held by nVent at any time must not exceed 10 percent of the nominal value of the issued share capital of nVent. nVent may not exercise any voting rights in respect of any shares held as treasury shares. Treasury shares may be canceled by nVent or re-issued subject to certain conditions.

#### **Purchases by Subsidiaries of nVent**

Under Irish law, an Irish or non-Irish subsidiary may purchase nVent ordinary shares either as overseas market purchases or off-market purchases. For a subsidiary of nVent to make overseas market purchases of nVent ordinary shares, the nVent shareholders must provide general authorization for such purchase by way of ordinary resolution. However, as long as this general authority has been granted, no specific shareholder authority for a particular overseas market purchase by a subsidiary of nVent ordinary shares is required. For an off-market purchase by a subsidiary of nVent, the proposed purchase contract must be authorized by special resolution of the shareholders before the contract is entered into. The person whose nVent ordinary shares are to be bought back cannot vote in favor of the special resolution and, for at least 21 days prior to the special resolution being passed, the purchase contract must be on display or must be available for inspection by shareholders at the registered office of nVent.

In order for a subsidiary of nVent to make an overseas market purchase of nVent ordinary shares, such shares must be purchased on a "recognized stock exchange." The New York Stock Exchange, on which the nVent ordinary shares are listed, is specified as a recognized stock exchange for this purpose by Irish company law.

The number of nVent ordinary shares acquired and held by the subsidiaries of nVent at any time will count as treasury shares and will be included in any calculation of the permitted treasury share threshold of 10 percent of the nominal value of the issued share capital of nVent. While a subsidiary holds nVent ordinary shares, it cannot exercise any voting rights in respect of those shares. The acquisition of nVent ordinary shares by a subsidiary must be funded out of distributable reserves of the subsidiary.

#### **Lien on Shares, Calls on Shares and Forfeiture of Shares**

The Constitution provides that nVent will have a first and paramount lien on every share that is not a fully paid up share for all moneys payable, whether presently due or not in respect of such nVent ordinary shares. Subject to the terms of their allotment, directors may call for any unpaid amounts in respect of any nVent ordinary shares to be paid, and if payment is not made, the shares may be forfeited. These provisions are standard inclusions in the constitution of an Irish company limited by shares such as nVent and are only applicable to nVent ordinary shares that have not been fully paid up.

#### **Consolidation and Division; Subdivision**

The Constitution provides that nVent may, by ordinary resolution, consolidate and divide all or any of its share capital into shares of larger nominal value than its existing shares or subdivide its shares into smaller amounts than is fixed by the Constitution.

#### **Reduction of Share Capital**

nVent may, by ordinary resolution, reduce its authorized share capital in any way. nVent also may, by special resolution and subject to confirmation by the Irish High Court, reduce or cancel its issued share capital (which includes share premium) in any manner permitted by the Irish Companies Act.

#### **Extraordinary General Meetings of Shareholders**

Extraordinary general meetings of nVent may be convened (i) by our board of directors, (ii) on requisition of the shareholders holding not less than 10 percent of the paid-up share capital of nVent carrying voting rights or (iii) on requisition of nVent's auditors. Extraordinary general meetings are

generally held for the purposes of approving shareholder resolutions as may be required from time to time. At any extraordinary general meeting only such business shall be conducted as is set forth in the notice thereof.

#### **Voting**

Each ordinary share is entitled to one vote on each matter properly brought before the shareholders. At any meeting of nVent, all resolutions will be decided on a poll. Treasury shares of nVent ordinary shares that are held by subsidiaries of nVent will not be entitled to be voted at general meetings of shareholders.

Irish company law requires special resolutions of the shareholders at a general meeting to approve certain matters. Examples of matters requiring special resolutions include:

- amending the objects or memorandum of association of nVent;
- amending the Constitution;
- approving a change of name of nVent;
- authorizing the entering into of a guarantee or provision of security in connection with a loan, quasi-loan or credit transaction to a director or connected person;
- opting out of preemption rights on the issuance of new shares for cash;
- re-registration of nVent from a public limited company to a private company;
- variation of class rights attaching to classes of shares (where the Constitution does not provide otherwise);
- purchase of nVent shares off-market;
- reduction of issued share capital;
- sanctioning a compromise/scheme of arrangement;
- resolving that nVent be wound up by the Irish courts;

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- resolving in favor of a shareholders' voluntary winding-up;
- re-designation of shares into different share classes;
- setting the re-issue price of treasury shares; and
- a merger pursuant to the EU Cross-Border Merger Directives 2005/56/EC.

#### **Variation of Rights Attaching to a Class or Series of Shares**

Under the Irish Companies Act and as provided in the Constitution, any variation of class rights attaching to any issued class of nVent shares must be approved in writing by holders of three-quarters of the issued shares in that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class, provided that, if the relevant class of holders has only one holder, that person present in person or by proxy shall constitute the necessary quorum. The Constitution expressly provides that any issue of preferred shares (whatever the rights attaching to them) will be deemed not to be a variation of the rights of shareholders.

#### **Inspection of Books and Records**

Under Irish law, shareholders have the right to: (i) receive a copy of nVent's Constitution and any act of the Irish government which alters the Constitution; (ii) inspect and obtain copies of the minutes of general meetings and resolutions of nVent; (iii) inspect and receive a copy of the register of shareholders, register of directors and secretaries, register of directors' interests and other statutory registers maintained by nVent; (iv) receive copies of statutory financial statements (or summary financial statements, where applicable) and directors' and auditors' reports which have previously been sent to shareholders prior to an annual general meeting; and (v) receive financial statements of a subsidiary company of nVent which have previously been produced to an annual general meeting of such subsidiary in the preceding ten years. The auditors of nVent will also have the right to inspect all books, records and vouchers of nVent. The auditors' report must be circulated to the shareholders with audited consolidated annual financial statements of nVent prepared in accordance with generally accepted accounting practice in Ireland 21 days before the annual general meeting and must be read to the shareholders at nVent's annual general meeting.

## Acquisitions

An Irish public limited company may be acquired in a number of ways, including:

- a court-approved scheme of arrangement under the Irish Companies Act. A scheme of arrangement with shareholders requires a court order from the Irish High Court and the approval of a majority in number representing 75 percent in value of the shareholders present and voting in person or by proxy at a meeting called to approve the scheme;
- through a tender or takeover offer by a third party for all of the nVent ordinary shares. Where the holders of 80 percent or more of nVent ordinary shares have accepted an offer for their shares in nVent, the remaining shareholders may also be statutorily required to transfer their shares. If the bidder does not exercise its "squeeze out" right, then the non-accepting shareholders also have a statutory right to require the bidder to acquire their shares on the same terms. If nVent ordinary shares were to be listed on the Irish Stock Exchange or another regulated stock exchange in the European Union, this threshold would be increased to 90 percent;
- by way of a transaction with an EU-incorporated company under the Directive (EU) 2017/1132. Such a transaction must be approved by a special resolution. If nVent is being merged with another EU company under Directive (EU) 2017/1132 and the consideration payable to nVent shareholders is not all in the form of cash, nVent shareholders may be entitled to require their shares to be acquired at fair value; and
- by way of merger with another Irish company under the Irish Companies Act, which must be approved by a special resolution and by the Irish High Court.

## Appraisal Rights

Generally, under Irish law, shareholders of an Irish company do not have appraisal rights. However, it does provide for dissenters' rights in certain situations, as described below.

Under a tender or takeover offer, the bidder may require any remaining shareholders to transfer their shares on the terms of the offer (i.e., a "squeeze out") if it has acquired, pursuant to the offer, not less than 80 percent of the target shares to which the offer relates (in the case of a company that is not listed on an EEA regulated market). Dissenting shareholders have the right to apply to the Irish High Court for relief.

A scheme of arrangement which has been approved by the requisite shareholder majority and approved by the Irish High Court will be binding on all shareholders. Dissenting shareholders have the right to appear at the Irish High Court hearing and make representations in objection to the scheme.

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Under the EC (Cross-Border Mergers) Regulations 2008 (as amended) governing the merger of an Irish public limited company and a company incorporated in the European Economic Area (the EEA includes all member states of the EU, Norway, Iceland and Liechtenstein), a shareholder (a) who voted against the special resolution approving the merger or (b) of a company in which 90 percent of the shares is held by the other company party to the merger of the transferor company, has the right to request that the company acquire its shares for cash.

Similar rights apply in the case of a merger of an Irish public limited company into another company to which the provisions of the Irish Companies Act apply.

### **Disclosure of Interests in Shares**

Under the Irish Companies Act, nVent shareholders must notify nVent (but not the public at large) if, as a result of a transaction, the shareholder will become interested in 3 percent or more of any class of nVent shares carrying voting rights; or if as a result of a transaction a shareholder who was interested in more than 3 percent of any class of nVent shares carrying voting rights ceases to be so interested. Where a shareholder is interested in more than 3 percent of any class of nVent shares carrying voting rights, the shareholder must notify nVent (but not the public at large) of any alteration of his or her interest that brings his or her total holding through the nearest whole percentage number, whether an increase or a reduction. The relevant percentage figure is calculated by reference to the aggregate nominal value of the shares in which the shareholder is interested as a proportion of the entire nominal value of the issued share capital of nVent (or any such class of share capital in issue). Where the percentage level of the shareholder's interest does not amount to a whole percentage this figure may be rounded down to the next whole number. nVent must be notified within five business days of the transaction or alteration of the shareholder's interests that gave rise to the notification requirement. If a shareholder fails to comply with these notification requirements, the shareholder's rights in respect of any nVent ordinary shares it holds will not be enforceable, either directly or indirectly, by action or legal proceeding. However, such person may apply to the court to have the rights attaching to such shares reinstated.

In addition to these disclosure requirements, nVent, under the Irish Companies Act, may, by notice in writing, require a person whom nVent knows or has reasonable cause to believe to be, or at any time during the three years immediately preceding the date on which such notice is issued to have been, interested in shares comprised in nVent's relevant share capital to: (i) indicate whether or not it is the case and (ii) where such person holds or has during that time held an interest in any class of nVent shares carrying voting rights, to provide additional information as may be required by nVent, including particulars of the person's own past or present interests in such class of nVent shares. If the recipient of the notice fails to respond within the reasonable time period specified in the notice, nVent may apply to court for an order directing that the affected shares be subject to certain restrictions, as prescribed by the Irish Companies Act, as follows:

- any transfer of those shares, or in the case of unissued shares any transfer of the right to be issued with shares and any issue of shares, shall be void;
- no voting rights shall be exercisable in respect of those shares;
- no further shares shall be issued in right of those shares or in pursuance of any offer made to the holder of those shares; and
- no payment shall be made of any sums due from nVent on those shares, whether in respect of capital or otherwise.

The court may also order that shares subject to any of these restrictions be sold with the restrictions terminating upon the completion of the sale.

In the event nVent is in an offer period pursuant to the Irish Takeover Panel Act 1997 (as amended) and the Takeover Rules 2013 made thereunder (the "Irish Takeover Rules"), accelerated disclosure provisions apply for persons holding an interest in nVent securities of 1 percent or more.

### **Anti-Takeover Provisions**

#### ***Irish Takeover Rules and Substantial Acquisition Rules***

A transaction in which a third party seeks to acquire 30 percent or more of the voting rights of nVent is governed by the Irish Takeover Panel Act 1997 (as amended) (the "Takeover Panel Act") and the Irish Takeover Rules made thereunder and is regulated by the Irish Takeover Panel (the "Panel"). The "General Principles" of the Irish Takeover Rules and certain important aspects of the Irish Takeover Rules are described below.

#### ***General Principles***

The Irish Takeover Rules are built on the following "General Principles" which will apply to any transaction regulated by the Panel:

- in the event of an offer, all holders of security of the target company should be afforded equivalent treatment and, if a person acquires control of a company, the other holders of securities must be protected;

- the holders of the securities in the target company must have sufficient time and information to enable them to reach a properly informed decision on the offer; where it advises the holders of securities, the board of the target company must give its views on the effects of implementation of the offer on employment, conditions of employment and the locations of the target company's places of business;
- the board of the target company must act in the interests of the company as a whole and must not deny the holders of securities the opportunity to decide on the merits of the offer;
- false markets must not be created in the securities of the target company, the bidder or of any other company concerned by the offer in such a way that the rise or fall of the prices of the securities becomes artificial and the normal functioning of the markets is distorted;
- a bidder must announce an offer only after ensuring that he or she can fulfill in full, any cash consideration, if such is offered, and after taking all reasonable measures to secure the implementation of any other type of consideration;
- a target company must not be hindered in the conduct of its affairs for longer than is reasonable by an offer for its securities; and
- a "substantial acquisition" of securities (whether such acquisition is to be effected by one transaction or a series of transactions) shall take place only at an acceptable speed and shall be subject to adequate and timely disclosure.

#### *Mandatory Bid*

Under certain circumstances, a person who acquires shares or other voting rights in nVent may be required under the Irish Takeover Rules to make a mandatory cash offer for the remaining outstanding shares in nVent at a price not less than the highest price paid for the shares by the acquirer (or any parties acting in concert with the acquirer) during the previous 12 months. This mandatory bid requirement is triggered if an acquisition of shares would increase the aggregate holding of an acquirer (including the holdings of any parties acting in concert with the acquirer) to shares representing 30 percent or more of the voting rights in nVent, unless the Panel otherwise consents. An acquisition of shares by a person holding (together with its concert parties) shares representing between 30 percent and 50 percent of the voting rights in nVent would also trigger the mandatory bid requirement if, after giving effect to the acquisition, the percentage of the voting rights held by that person (together with its concert parties) would increase by 0.05 percent within a 12-month period. Any person (excluding any parties acting in concert with the holder) holding shares representing more than 50 percent of the voting rights of a company is not subject to these mandatory offer requirements in purchasing additional securities.

#### *Voluntary Bid; Requirements to Make a Cash Offer and Minimum Price Requirements*

If a person makes a voluntary offer to acquire outstanding nVent ordinary shares, the offer price must be no less than the highest price paid for nVent ordinary shares by the bidder or its concert parties during the three-month period prior to the commencement of the offer period. The Panel has the power to extend the "look back" period to 12 months if the Panel, taking into account the General Principles, believes it is appropriate to do so.

If the bidder or any of its concert parties has acquired nVent ordinary shares (i) during the period of 12 months prior to the commencement of the offer period which represent more than 10 percent of the total nVent ordinary shares or (ii) at any time after the commencement of the offer period, the offer must be in cash (or accompanied by a full cash alternative) and the price per nVent ordinary shares must not be less than the highest price paid by the bidder or its concert parties during, in the case of (i), the 12-month period prior to the commencement of the offer period and, in the case of (ii), the offer period. The Panel may apply this rule to a bidder who, together with its concert parties, has acquired less than 10 percent of the total nVent ordinary shares in the 12-month period prior to the commencement of the offer period if the Panel, taking into account the General Principles, considers it just and proper to do so.

An offer period will generally commence from the date of the first announcement of the offer or proposed offer.

#### *Substantial Acquisition Rules*

The Irish Takeover Rules also contain rules governing substantial acquisitions of shares which restrict the speed at which a person may increase his or her holding of shares and rights over shares to an aggregate of between 15 percent and 30 percent of the voting rights of nVent. Except in certain circumstances, an acquisition or series of acquisitions of shares or rights over shares representing 10 percent or more of the voting rights of nVent is prohibited, if such acquisition(s), when aggregated with shares or rights already held, would result in the acquirer holding 15 percent or more but less than 30 percent of the voting rights of nVent and such acquisitions are made within a period of seven days. These rules also require accelerated disclosure of acquisitions of shares or rights over shares relating to such holdings.

#### *Frustrating Action*

Under the Irish Takeover Rules, our board of directors is not permitted to take any action which might frustrate an offer for nVent ordinary shares once our board of directors has received an approach which may lead to an offer or has reason to believe an offer is imminent, subject to certain exceptions. Potentially frustrating actions such as (i) the issue of shares, options or convertible

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securities, (ii) material acquisitions or disposals, (iii) entering into contracts other than in the ordinary course of business or (iv) any action, other than seeking alternative offers, which may result in frustration of an offer, are prohibited during the course of an offer or at any time during which our board of directors has reason to believe an offer is imminent. Exceptions to this prohibition are available where:

- a) the action is approved by nVent shareholders at a general meeting; or b) the Panel has given its consent where:
  - i. it is satisfied the action would not constitute frustrating action;
  - ii. nVent shareholders that hold 50 percent of the voting rights state in writing that they approve the proposed action and would vote in favor of it at a general meeting;
  - iii. the action is taken in accordance with a contract entered into prior to the announcement of the offer; or iv. the decision to take such action was made before the announcement of the offer and either has been at least partially implemented or is in the ordinary course of business.

Certain other provisions of Irish law or the Constitution may be considered to have anti-takeover effects, including those described under the following captions in this section: “—Capital Structure,” “—Preemption Rights” and “—Disclosure of Interests in Shares.”

#### ***Interested Shareholder Provision***

nVent's Constitution contains a provision that generally mirrors Section 203 of the Delaware General Corporation Law, an anti-takeover statute that prohibits a publicly held Delaware corporation from engaging in a “business combination” with an “interested” shareholder for a period of three years following the time the person became an interested shareholder, unless the business combination or the acquisition of shares that resulted in a shareholder becoming an interested shareholder is approved in a prescribed manner. Generally, a “business combination” includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested shareholder. An “interested” shareholder under this provision of nVent's Constitution is defined to be a person or entity who, together with its affiliates and associates, owns (or within three years prior to the determination of interested shareholder status did own) fifteen percent (15 percent) or more of nVent's voting shares, which is the same threshold contained in Section 203 of the Delaware General Corporation Law. The existence of this provision would be expected to have an anti-takeover effect with respect to transactions not approved in advance by the nVent board of directors, including discouraging attempts that might result in a premium over the market price for the ordinary shares held by nVent shareholders.

#### ***Shareholder Rights Plans and Share Issuances***

Irish law does not expressly prohibit companies from issuing share purchase rights or adopting a shareholder rights plan (commonly known as a “poison pill”) as an anti-takeover measure. However, there is no directly relevant case law on the validity of such plans under Irish law. In addition, such a plan would be subject to the Irish Takeover Rules.

nVent's Constitution allows the board to adopt a shareholder rights plan upon such terms and conditions as our board of directors deems expedient and in the best interests of nVent, subject to applicable law.

Subject to the Irish Takeover Rules, our board of directors also has the power to cause nVent to issue any of its authorized and unissued shares on such terms and conditions as our board of directors may determine (as described under “Capital Structure”) and any such action must be taken in the best interests of nVent. It is possible, however, that the terms and conditions of any issue of preferred shares could discourage a takeover or other transaction that holders of some or a majority of the ordinary shares believe to be in their best interests or in which holders might receive a premium for their shares over the then market price of the shares.

#### ***Amendment of Governing Documents***

Under Irish law, Irish companies may only alter their constitutions by a resolution of the shareholders approved by 75 percent of the votes cast at a general meeting. An Irish company is not permitted to opt out of this requirement.

#### ***Duration; Dissolution; Rights upon Liquidation***

nVent's corporate existence is unlimited. nVent may be dissolved and wound up at any time by way of a shareholders' voluntary winding up or a creditors' winding up. In the case of a shareholders' voluntary winding-up, a special resolution of shareholders is required (i.e., 75 percent of the votes cast, in person or by proxy, at a general meeting of shareholders). nVent may also be dissolved by way of court order on the application of a creditor, or by the Companies Registration Office as an enforcement measure where nVent has failed to file certain returns.

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The rights of the shareholders to a return of nVent's assets on dissolution or winding up, following the settlement of all claims of creditors, may be prescribed in the Constitution or the terms of any preferred shares issued by the directors of nVent from time to time. The holders of preferred shares in particular may have the right to priority in a dissolution or winding up of nVent. If the Constitution contains no specific provisions in respect of a dissolution or winding up, then, subject to the priorities of any creditors, the assets will be distributed to shareholders in proportion to the paid-up nominal value of the shares held. The Constitution provides that the nVent shareholders are entitled to participate pro rata in a winding up, but their right to do so may be subject to the rights of any preferred shareholder to participate under the terms of any series or class of preferred shares.

#### **No Sinking Fund**

The nVent ordinary shares have no sinking fund provisions.

#### **No Liability for Further Calls or Assessments**

All of our issued ordinary shares are duly and validly issued and fully paid.

#### **Transfer and Registration of Shares**

The transfer agent for nVent maintains the share register, registration in which will be determinative of membership in nVent. A shareholder of nVent who holds shares beneficially will not be the holder of record of such shares. Instead, the depository or other nominee is the holder of record of those shares. Accordingly, a transfer of shares from a person who holds such shares beneficially to a person who also holds such shares beneficially through a depository or other nominee will not be registered in our official share register, as the depository or other nominee will remain the record holder of any such shares.

A written instrument of transfer is required under Irish law to register on our official share register any transfer of shares (i) from a person who holds such shares directly to any other person, (ii) from a person who holds such shares beneficially to a person who holds such shares directly or (iii) from a person who holds such shares beneficially to another person who holds such shares beneficially where the transfer involves a change in the depository or other nominee that is the record owner of the transferred shares. An instrument of transfer is also required for a shareholder who directly holds shares to transfer those shares into his or her own broker account (or vice versa). Such instruments of transfer may give rise to Irish stamp duty, which must be paid prior to registration of the transfer on our official Irish share register. However, a shareholder who directly holds shares may transfer those shares into his or her own broker account (or vice versa) without giving rise to Irish stamp duty, provided that the shareholder has confirmed to our transfer agent that there is no change in the ultimate beneficial ownership of the shares as a result of the transfer and the transfer is not made in contemplation of a sale of the shares.

Any transfer of nVent ordinary shares that is subject to Irish stamp duty will not be registered in the name of the buyer unless an instrument of transfer is duly stamped and provided to the transfer agent. The Constitution allows nVent, in its absolute discretion, to create an instrument of transfer and pay (or procure the payment of) any stamp duty, which is the legal obligation of a buyer. In the event of any such payment, nVent is (on behalf of itself or its affiliates) entitled to (i) seek reimbursement from the buyer or seller (at its discretion), (ii) set-off the amount of the stamp duty against future dividends payable to the buyer or seller (at its discretion) and (iii) claim a lien against the nVent ordinary shares on which it has paid stamp duty. Parties to a share transfer may assume that any stamp duty arising in respect of a transaction in nVent ordinary shares has been paid unless one or both of such parties is otherwise notified by nVent.

The Constitution delegates to our secretary or assistant secretary (or their nominees) the authority to execute an instrument of transfer on behalf of a transferring party.

In order to help ensure that the official share register is regularly updated to reflect trading of nVent ordinary shares occurring through normal electronic systems, nVent intends to regularly produce any required instruments of transfer in connection with any transactions for which it pays stamp

duty (subject to the reimbursement and set-off rights described above). In the event that nVent notifies one or both of the parties to a share transfer that it believes stamp duty is required to be paid in connection with the transfer and that it will not pay the stamp duty, the parties may either themselves arrange for the execution of the required instrument of transfer (and may request a form of instrument of transfer from nVent for this purpose) or request that nVent execute an instrument of transfer on behalf of the transferring party in a form determined by nVent. In either event, if the parties to the share transfer have the instrument of transfer duly stamped (to the extent required) and then provide it to our transfer agent, the buyer will be registered as the legal owner of the relevant shares on our official Irish share register (subject to the matters described below).

The directors may suspend registration of transfers from time to time, not exceeding 30 days in aggregate each year.

The directors may also, in their absolute discretion, and without assigning any reason, refuse to register (i) any transfer of a share which is not fully paid or (ii) any transfer to or by a minor or person of unsound mind but this shall not apply to the transfer of such share resulting from a sale of the share through a stock exchange on which the share is listed.

### **nVent Electric plc Non-Employee Director Compensation**

Non-employee director compensation is as follows:

<b>Board Retainer:</b>	\$85,000	90,000*
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#### **Committee Retainers**

<b>Audit and Finance:</b>	\$12,500
<b>Compensation and Human Capital:</b>	\$7,500
<b>Governance and Social Responsibility:</b>	\$7,500

#### **Chairman, Lead Director and Committee Chair Retainers**

<b>Non-executive Chair:</b>	\$140,000
<b>Lead Director:</b>	\$30,000
<b>Audit and Finance Committee Chair:</b>	\$20,000
<b>Compensation and Human Capital Committee Chair:</b>	\$15,000
<b>Governance and Social Responsibility Committee Chair:</b>	\$12,000

<b>Equity Compensation</b>	\$145,000*	150,000**
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\*Effective for 2025.

\*\*Equity compensation will increase to \$150,000 \$160,000 effective for grants to be made at following the 2024 2025 annual general meeting.

Grants to be made on the date of the Company's annual general meeting

Grant made in the form of restricted stock units – vest on the date of the Company's first annual general meeting of shareholders following the grant date, provided that if such date is less than 50 weeks after the grant date then the restricted stock units will vest on the date that is the first anniversary of the grant date

- Share withholding will be allowed to cover taxes on restricted stock unit vesting.
- Directors will be restricted from selling nVent ordinary shares until they meet the stock ownership guideline (5 times board retainer).

Exhibit 10.23 10.22

**NVENT ELECTRIC PLC 2018  
OMNIBUS INCENTIVE PLAN  
GRANT AGREEMENT  
RESTRICTED STOCK UNITS OPTION AWARD AGREEMENT**

[Name Pursuant to the notice of Grantee]:

The Board of Directors of grant (the "Grant Notice") and this Stock Option Award Agreement, including any country-specific terms in the applicable addendum hereto (the "Addendum") (together, this "Award Agreement"), nVent Electric plc (the "Company") has awarded granted to you an option to purchase (the "Option") the following grant under number of ordinary shares of the Company ("Shares") indicated in the Grant Notice at the exercise price indicated in the Grant Notice. If the Option is designated as an Incentive Stock Option in the Grant Notice, additional terms are set forth in the Addendum for the United States. Capitalized terms not defined in this Award Agreement but defined in the nVent Electric plc 2018 Omnibus Incentive Plan, as may be amended or restated from time to time (the "Plan").

#### **Grant Information**

Number shall have the same definitions as in the Plan. Unless you decline this Award Agreement within 90 days, you agree to be bound by all of Restricted Stock Units Granted: \_\_\_\_\_ the provisions contained in this Award Agreement and the Plan.

The units will become vested in full on 1. the date of the Company's first annual general meeting of shareholders following the Date of Grant, Vesting. Except as otherwise provided that if such date is less than 50 weeks after the Date of Grant then the units will become vested in full on the date that is the first anniversary of the Date of Grant.

This grant also includes Dividend Equivalent Units, which are described below.

Specific terms of this grant not specified above, such as the Date of Grant, are set forth in the cover letter that accompanies Plan or this grant agreement.

## **Terms and Conditions of this Grant**

- The Restricted Stock Units become "vested" on Award Agreement, the vesting date noted above. The Shares underlying the Restricted Stock Units will be issued upon vesting. In the event the vesting date falls on a weekend day or holiday, the Restricted Stock Units Option will vest and Shares will be issued on as provided in the next trading day. Grant Notice.

- 2. Each Restricted Stock Unit includes Exercise of the Option.

2.1 *Method of Exercise.* You may exercise the vested portion of the Option (provided the Fair Market Value of the Shares exercised exceeds the exercise price) at any time prior to the expiration of the Option (as described in Section 4 below) by delivering a notice of exercise in such form as may be designated by the Company from time to time, or making the required electronic election with the Company's designated broker, and paying the exercise price and any Tax-Related Items (as defined in Section 7 below) to the Company's stock plan administrator or such other person as the Company may designate, together with such additional documents as the Company may then require pursuant to the terms of the Plan.

2.2 *Method of Payment.* Payment of the exercise price may be made by one Dividend Equivalent Unit, of the methods available under the Company's exercise procedures, which may include:

(a) Payment by cash or check.

(b) Payment by transfer to the Company of whole Shares you already own having a Fair Market Value determined at the time of exercise of the Option equal to, but not exceeding, the exercise price and any Tax-Related Items.

(c) A Dividend Equivalent Unit entitles "same day sale" transaction pursuant to which a third party (engaged by you or the Company) loans funds to you to enable you to purchase Shares and pay any Tax-Related Items, and then sells a sufficient number of the exercised Shares on your behalf to enable you to repay the loan and any fees. The remaining Shares and/or cash payment are then delivered by the third party to you.

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(d) A "net exercise" transaction, pursuant to which the Company delivers to you the net number of whole Shares remaining from the portion of the Option being exercised after deduction of a number of Shares with a Fair Market Value equal to the cash dividends declared on a Share exercise price and any Tax-Related Items.

The Company may suspend, or eliminate, various forms of stock during the vesting period. Payment permissible payment of the Dividend Equivalent Units will exercise price from time to time in its sole discretion. Further, notwithstanding any provision within this Award Agreement to the contrary, if you are resident or provide services outside of the United States, the Administrator may require that you (or in the event of your death, your legal representative, as the case may be) exercise the Option in a method other than as specified above, may require you to exercise the Option only by means of a "same day sale"

transaction (either a "sell-all" transaction or a "sell-to-cover" transaction) as it determines in its sole discretion, or may require you to sell any Shares you acquire under the Plan immediately or within a specified period following your termination of service from the Company or any of its Affiliates (in which case, you hereby agree that the Company shall have the authority to issue sale instructions in relation to such Shares on your behalf).

**2.3 Responsibility for Exercise.** You are responsible for taking any and all actions as may be made required to exercise the Option in a timely manner and for properly executing any such documents as may be required for exercise in accordance with such rules and procedures as may be established from time to time. By accepting the Option you acknowledge that information regarding the procedures and requirements for the exercise of the Option is available to you in cash as soon as practicable (but not more than 30 days) after on request. Neither the Restricted Stock Units vest. Dividend Equivalent Units are not eligible for dividend reinvestment. Company nor any Affiliate shall have any duty or obligation to notify you of the expiration date of the Option.

- **3. If No Fractional Shares.** Only whole Shares will be issuable pursuant to the Option; any fractional Share otherwise issuable under the Option will be rounded up to the nearest whole Share.
- 4. **Effect of Termination of Service.** Unless otherwise provided in the Grant Notice or the Plan, in the event of termination of your service as a director with the Company terminates (voluntarily or any of its Affiliates for any reason (whether voluntarily or involuntarily) before, the unvested portion of your Restricted Stock Units are 100% vested, then all nonvested Restricted Stock Units Option will be cancelled and forfeited. Exceptions to this rule are made for certain types termination of terminations, including termination service due to death, Retirement, Disability or a Covered Termination, in accordance with the terms of the Plan. Subject to earlier termination of the Option as otherwise provided herein and unless otherwise provided in the Grant Notice or the Plan, the Option shall be exercisable after your termination of service (for any reason except for Cause) with the Company or any of its Affiliate, to the extent vested, for up to 90 days after your termination date or, if earlier, the expiration of the Option. Exceptions are made for termination of service due to reasons of death, Retirement, Disability or a Covered Termination in accordance with the terms of the Plan.

If your service with the Company or any of its Affiliates terminates for Cause, the Option (whether or not then vested) shall terminate in its entirety no later than your last day of service. In addition, if after your service terminates, the Company determines that it or an Affiliate could have terminated your service for Cause had all relevant facts been known at the time of your termination, then the Company may terminate the Option (whether vested or unvested)

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immediately upon such determination, and you will be prohibited from exercising the Option thereafter. In such event, you will be notified of the termination of the Option.

• Further, for purposes of the Option, your service will be considered terminated as of the date you cease active service with the Company or any of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you provide services or the terms of your employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement or determined by the Company in

its sole discretion, (a) your right to vest in the Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., your period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you provide services or the terms of your employment or service agreement, if any); and (b) the period (if any) during which you may exercise the Option after such termination of service will commence on the date you cease active service and will not be extended by any notice period mandated under employment laws in the jurisdiction where you provide services or the terms of your employment or service agreement, if any; the Company shall have the exclusive discretion to determine when you have ceased active service for purposes of your Option grant (including whether you may still be considered to be providing services while on a leave of absence).

5. Term of the Option. The term of the Option commences on the Date of Grant (as specified in the Grant Notice) and expires upon the earliest of:

- (a) the Expiration Date indicated in the Grant Notice; or
- (b) the last day for exercising the Option following your termination of service as described in Section 4 above (the "Option Expiration Date").

As an administrative matter, the vested portion of the Option may be exercised only until the close of the New York Stock Exchange ("NYSE") on the applicable date indicated in this Section 5 or, if such date is not a director, then trading day on the Shares underlying NYSE, the Restricted Stock Units that vest last trading day before such date. The Option shall no longer be exercisable after the Option Expiration Date and any later attempt to exercise the Option will not be issued promptly after your termination honored.

6. Change of Control.

•6.1 Assumption or Replacement The Restricted Stock Units will also vest upon. Upon a Change of Control, to the extent the purchaser, successor or surviving entity (or parent thereof) (the "Survivor") so agrees, then, without your consent (or the consent of any other person with rights in this Award Agreement), this Option shall be continued, or assumed or replaced with the same type of award with similar terms and conditions, by the Survivor (such continued, assumed or replacement award, the "Replacement Award"), except that:

(a) Each Replacement Award shall be appropriately adjusted, immediately after such Change of Control, to apply to the number and class of securities which would have been issuable to you upon the consummation of such Change of Control had this Option been fully exercisable and exercised immediately prior to such Change of Control,

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and such other appropriate adjustments in the terms and conditions of this Option to preserve its value shall be made.

(b) If the securities to which any Replacement Award relates are not listed and traded on a national securities exchange, then (1) you shall be provided the election, upon exercise or settlement of the Replacement Award, to receive,

in lieu of the issuance of such securities, cash in an amount equal to the fair value of the securities that would have otherwise been issued and (2) for purposes of determining such fair value, no reduction shall be taken to reflect a discount for lack of marketability, minority interest or any similar consideration.

(c) Each Replacement Award shall provide that, if you are still serving experience a "Change of Control Termination" (as defined below), then such Replacement Award shall vest in full or be deemed earned in full (assuming any applicable performance goals were met at target) effective on the date of such termination. In the event of any other termination of employment or service within two years after a Change of Control that is not a Change of Control Termination, the terms of Section 4 of this Award Agreement shall apply to the Replacement Award. A "Change of Control Termination" means a termination of your employment or service within two years following the Change of Control as a director result of any of the Company following: (A) the Survivor terminates your employment or service without Cause, (B) your employment or service terminates by reason of your death or disability, or (C) you terminate your employment or service for "good reason" but only if, as of immediately prior to the Change of Control. The term "Change of Control, you have in effect an employment, retention, change of Control" control, or award agreement that contemplates termination of your employment or service by you for "good reason."

6.2 *No Assumption or Replacement.* To the extent the Survivor does not assume this Option or issue replacement awards as applied to provided in Section 6.1 (including, for the avoidance of doubt, by reason of your Restricted Stock Units is modified to comply termination of employment or service in connection with Code Section 409A. the Change of Control), then:

(a) To the extent you have an employment, retention, change of control, severance or similar agreement with the Company or any Affiliate then in effect that provides for more favorable treatment to you than the provisions of this Section 6.2, such agreement shall control.

(b) In all other cases, unless provided otherwise by the Administrator prior to the Change of Control, in the event of a Change of Control, if you are employed by or in the service of the Company or an Affiliate at such time, then this Option shall become immediately and fully vested, and, unless otherwise determined by the Administrator, shall be cancelled on the date of the Change of Control in exchange for a cash payment equal to the excess of the Change of Control price of the Shares subject to this Option over the exercise price of such Shares. The Administrator shall determine the per share Change of Control price paid or deemed paid in the Change of Control transaction in its discretion.

• 7. Tax Withholding. You cannot vote Restricted Stock Units. acknowledge that, regardless of any action taken by the Company or, if different, the Affiliate that employs you (the "Employer"), the ultimate liability for

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- all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you or deemed by the Company or the Employer in their discretion to be an appropriate charge to you even if legally applicable to the Company or the Employer ("Tax-Related Items"), is

and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. You further acknowledge that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may not sell, assign, transfer, pledge as collateral be required to withhold or otherwise dispose of your Restricted Stock Units at any time during the vesting period.account for Tax-Related Items in more than one jurisdiction.

#### Taxation of Award

- The Fair Market Value Prior to the relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the Shares that are issued upon vesting following: (i) withholding from your wages or other cash compensation paid to you by the Company and/or the Employer; (ii) withholding from the proceeds of the Restricted Stock Units and sale of Shares acquired upon exercise of the cash paid in respect of Dividend Equivalent Units will be considered taxable compensation.
- If withholding taxes are due under applicable law, Option either through a voluntary sale or through a mandatory sale arranged by the Company shall satisfy such obligation by (on your behalf pursuant to this authorization without further consent); (iii) withholding from the Shares to be delivered upon settlement exercise of the Restricted Stock Units Option that number of Shares having a Fair Market Value equal to the amount required by law to be withheld; or (iv) permitting you to tender back to the Company a number of Shares delivered upon exercise of the Option or Shares previously owned by you having a Fair Market Value equal to the amount required by law to be withheld. For purposes of the foregoing, no fractional Share will be withheld unless or issued pursuant to the Board approves another form grant of payment for such withholding amount.the Option and the issuance of Shares hereunder.

#### General

- The grant of this Plan award to you does not guarantee Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates (as determined by the Company in good faith and in its sole discretion) or other applicable withholding rates, including maximum applicable rates, in which case you will receive Plan awards a refund from the relevant taxing authority of any over-withheld amount in subsequent years.cash and will have no entitlement to the share equivalent. If the obligation for Tax-Related Items is satisfied by withholding from the Shares to be delivered upon exercise of the Option, for tax purposes, you are deemed to have been issued the full number of Shares subject to the exercised Option, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items.
- The vesting You agree to pay to the Company or the Employer any amount of this award Tax-Related Items that the Company or the Employer may be suspended required to withhold or delayed account for as a result of a leave your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver Shares or proceeds from the sale of absence. Shares until

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arrangements satisfactory to the Administrator have been made in connection with the Tax-Related Items. You will have no further rights with respect to any Shares that are retained by the Company pursuant to this provision.

8. Recoupment. The Option and any Shares issued under the Option are subject to recoupment in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy or practice otherwise required by applicable law. The Company shall have the right to offset against any other amounts due from the Company to you the amount owed by you hereunder.

9. In addition Confidentiality, Non-Competition, Non-Solicitation and Non-Disparagement. As a condition to the receipt of the Option, you expressly agree to the terms and conditions contained in the Confidentiality, Non-Competition, Non-Solicitation and Non-Disparagement Agreement attached hereto as Exhibit A. Except as otherwise provided in Exhibit A, any violation of the terms and conditions of Exhibit A will result in a rescission of the Option made under this Award Agreement and a forfeiture of rights you have with respect thereto, in addition to any remedies available to the Company under Section 5 of Exhibit A.

10. Securities Law Compliance. The grant of the Option and the issuance of Shares are subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or securities exchange as may be required. Notwithstanding any provision of this Award Agreement or the Plan, the Company has no liability to deliver any Shares under the Plan or make any payment unless such delivery or payment would comply with all laws and the applicable requirements of any governmental agency, securities exchange or similar entity, and unless and until you have taken all actions required by the Company in connection with the Option. The Company may impose such restrictions on any Shares issued under the Plan as the Company determines necessary or desirable to comply with all applicable laws, rules and regulations or requirements.

11. Transferability. The Option shall not be transferable in any manner (including without limitation, sale, alienation, anticipation, pledge, encumbrance, or assignment) other than transfer by will or by the laws of descent and distribution, unless otherwise determined by the Committee in accordance with the terms of the Plan. All rights with respect to your Option shall be exercisable during your lifetime only by you or your guardian or legal representative or permitted transferee.

12. Shareholder Rights. You shall not have any voting rights or any other rights and privileges of a shareholder of the Company unless and until Shares are issued upon exercise of the Option.

13. Insider Trading and/or Market Abuse. By participating in the Plan, you agree to comply with the Company's policy on insider trading (to the extent that it is applicable to you). You further acknowledge that, depending on your or your broker's country of residence or where the Shares are listed, you may be subject to insider trading restrictions and/or market abuse laws which may affect your ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Options) or rights linked to the value of Shares.

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during such times you are considered to have "inside information" regarding the Company as defined by the laws or regulations in your country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you place before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You understand that third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and that you should therefore consult your personal advisor on this matter.

**14. Code Section 409A.** For U.S. taxpayers, it is the intent that the Option as set forth in this Award Agreement shall qualify for exemption from or comply with the requirements of Section 409A of the Code, and any ambiguities herein will be interpreted to so qualify or comply. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Award Agreement as may be necessary to ensure that all payments provided for under this Award Agreement are made in a manner that qualifies for exemption from or complies with Section 409A of the Code; provided, however, that the Company makes no representation that the Option provided under this Award Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A from applying to the Option. The Company will have no liability to you or any other party if the Option, the delivery of Shares upon exercise of the Option or other payment hereunder that is intended to be exempt from, or compliant with, Section 409A of the Code, is not so exempt or compliant or for any action taken by the Company with respect thereto.

**15. Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company. You also agree that all online acknowledgements shall have the same force and effect as a written signature.

**16. Nature of Grant.** In accepting the Option, you acknowledge and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company, in its sole discretion, at any time (subject to any limitations set forth in the Plan);

(b) the Plan is operated by and the Option is granted solely by the Company and only the Company is a party to this Award Agreement; accordingly, any rights you may have under this Award Agreement may be raised only against the Company but not any Affiliate (including, but not limited to, your Employer);

(c) no Affiliate (including, but not limited to, your Employer) has any obligation to make any payment of any kind to you under this Award Agreement;

(d) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options, even if Options or other awards have been granted in the past;

(e) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(f) your participation in the Plan is voluntary;

(g) the Option and your participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company or any of its Affiliates and shall not interfere with the ability of the Company, any of its Affiliates or the Employer, as applicable, to terminate your employment or service relationship (as otherwise may be permitted under local law);

(h) the Option and any Shares acquired under the Plan and the income and value of the same are not intended to replace any pension rights or compensation;

(i) the Option and any Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Affiliate;

(j) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(k) if the underlying Shares do not increase in value, the Option will have no value;

(l) if you exercise the Option and acquire Shares, the value of such Shares may increase or decrease in value, even below the exercise price;

(m) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from termination of your service (for any reason whatsoever and whether or not in breach of local labor laws or later found invalid), or from the application of any clawback or recoupment policy adopted by the Company or imposed by applicable law, and in consideration of the grant of the Option to which you are otherwise not entitled, you irrevocably agree never to institute any claim against the Company, any of its Affiliates, or the Employer, waive your ability, if any, to bring any such claim, and release the Company, its Affiliates and the Employer from any such claim;

(n) the Option and the benefits evidenced by this Award Agreement do not create any entitlement not otherwise specifically provided for in the Plan or provided by the Company in its discretion, to have the Option or any such benefits transferred to, or

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assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(o) if you are employed or providing services outside the United States, neither the Company nor any of its Affiliates shall be liable for any foreign exchange rate fluctuation between your local currency and the U.S. dollar that may affect the value of the Option or of any amounts due to you pursuant to the settlement of the Option or the subsequent sale of any Shares acquired upon settlement of the Option.

**17. Data Privacy.** You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Award Agreement, the Grant Notice and any other Option grant materials by and among, as necessary and applicable, the Company or any of its Affiliates, for the exclusive purpose of implementing, administering and managing your participation in the Plan. If there is a conflict between this Section 16 and the Company's existing policies and/or data protection charters, the terms of this Section 16 will prevail with respect to issues related to the Option and the Plan.

You understand that the Company and/or the Employer may hold certain personal information about you, including, but not limited to, your name, home address, email address and telephone number, date of birth, social security or insurance number, passport number or other identification number, salary, nationality, and any Shares or directorships held in the Company, and details of the Option or any other entitlement to Shares canceled, exercised, vested, unvested or outstanding in your favor ("Data") for the purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to Fidelity Stock Plan Services LLC and its affiliates or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. If you are employed outside the United States, you understand that you may request a list with the names and addresses of any potential recipients of Data by contacting your local human resources representative. You authorize the Company, Fidelity Stock Plan Services LLC and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. If you are employed outside the United States, you understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your service status and career will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant Options or other equity awards to you or administer or maintain such awards. Therefore, you understand that

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*refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.*

*Finally, upon request of the Company or the Employer, you agree to provide an executed data privacy consent form to the Company and/or the Employer (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from you for the purpose of administering your participation in the Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the Plan if you fail to provide any such consent or agreement requested by the Company and/or the Employer.*

**18. Not a Public Offering.** If you are a resident outside of the United States, the grant of the Option is not intended to be a public offering of securities in your country of residence (or country of service, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Option is not subject to the supervision of the local securities authorities.

**19. Language.** If you are resident in a country where English is not an official language, you acknowledge and agree that it is your express intent that this ~~award~~ Award Agreement and the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Option be drawn up in English. If you have received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**20. No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

**21. Repatriation; Compliance with Law.** If you are resident or provide services outside the United States, you agree to repatriate all payments attributable to Shares and/or cash acquired under the Plan in accordance with applicable foreign exchange rules and regulations in your country of residence (and country of service, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Affiliates, as may be required to allow the Company and its Affiliates to comply with local laws, rules and/or regulations in your country of residence (and country of service, if different). Finally, you agree to take any and all actions as may be required to comply with your personal obligations under local laws, rules and/or regulations in your country of residence and country of service, if different).

**22. Addendum.** Notwithstanding any provisions in this Award Agreement, the Option shall be subject to any special terms and conditions set forth in the Addendum to the Award Agreement, set forth in Exhibit B. Moreover, if you transfer to one of the countries included in such Addendum, the special terms and conditions for such country will apply.

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to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable to comply with local law or facilitate the administration of the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer). The Addendum constitutes part of this Award Agreement.

**23. Imposition of Other Requirements.** The Company reserves the right to impose other requirements on your participation in the Plan, on the Option, and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**24. Notices.** Any notices provided for in the Grant Notice, this Award Agreement or the Plan shall be given in writing (including electronically) and shall be deemed effectively given upon receipt or, in the case of notices delivered via post by the Company to you, five (5) days after deposit in the mail, postage prepaid, addressed to you at the last address you provided to the Company.

**25. Governing Plan Document.** The Option is subject to the Grant Notice, this Award Agreement and all the provisions of the Plan, ~~document~~ the provisions of which are hereby made a part of this Award Agreement, and ~~Prospectus as well as applicable~~ is further subject to all interpretations, amendments, rules and regulations ~~issued under local tax~~ which may from time to time be promulgated and ~~securities laws~~ adopted pursuant to the Plan. In the event of any conflict between the provisions of the Grant Notice, this Award Agreement and ~~New York Stock Exchange rules~~. Capitalized ~~those of the Plan, the provisions of the Plan shall control. By accepting the Option, you confirm that you have read and understood the Award Agreement, the Plan, the Plan prospectus and related information provided to you and that you accept the terms used in this grant agreement have the meanings given in the Plan.~~ of those documents accordingly.

**• 26. The Board may amend Administrator Authority.** You expressly understand that the Administrator is authorized to administer, construe, and make all determinations necessary or modify appropriate for the administration of the Award Agreement and the Plan, at any time but generally such changes will apply to future Plan awards. The Board may also amend or modify this award, but most changes will require your consent.

- As a condition to the grant of this award, you agree (with such agreement being binding upon your legal representatives, guardians, legatees or beneficiaries) that this agreement will be interpreted by the Board and that any interpretation by the Board of the terms of this agreement or the Plan, and any determination made by the Board Administrator under this agreement the Award Agreement or the Plan, will be final, binding and conclusive.

**• 27. Governing Law and Venue.** The Option and the provisions of this Award Agreement are governed by, and subject to, the laws of the state of Minnesota, U.S.A. without regard to the conflict of law provisions. For purposes of any action, lawsuit or other proceedings brought to enforce this ~~agreement~~ Award Agreement, relating to it, or arising from it, the word "Company" means nVent Electric plc parties hereby submit to and consent to the sole and exclusive jurisdiction of the United States District Court for the District of Minnesota or any of its subsidiaries or the courts of the state of Minnesota, U.S.A.

**28. Severability.** If any provision of their business units, this Award Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Award Agreement shall be deemed valid and enforceable to the full extent possible.

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Exhibit 10.24

## KEY EXECUTIVE EMPLOYMENT AND SEVERANCE AGREEMENT

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between nVent Electric plc, an Irish corporation limited by shares (hereinafter referred to as the "Company"), and \_\_\_\_\_ (hereinafter referred to as the "Executive").

### WITNESSETH

**WHEREAS**, the Executive is employed by the Company and/or a subsidiary of the Company (hereinafter referred to collectively as the "Employer") in a key executive capacity and the Executive's services are valuable to the conduct of the business of the Company;

**WHEREAS**, the Company desires to continue to attract and retain dedicated and skilled management employees in a period of industry consolidation, consistent with achieving the best possible value for its shareholders in any change in control of the Company;

**WHEREAS**, the Company recognizes that circumstances may arise in which a change in control of the Company occurs, through acquisition or otherwise, thereby causing a potential conflict of interest between the Company's needs for the Executive to remain focused on the Company's business and for the necessary continuity in management prior to and following a change in control, and the Executive's reasonable personal concerns regarding future employment with the Employer and economic protection in the event of loss of employment as a consequence of a change in control;

**WHEREAS**, the Company and the Executive are desirous that any proposal for a change in control or acquisition of the Company will be considered by the Executive objectively and with reference only to the best interests of the Company and its shareholders;

**WHEREAS**, the Executive will be in a better position to consider the Company's best interests if the Executive is afforded reasonable economic security, as provided in this Agreement, against altered conditions of employment which could result from any such change in control or acquisition;

**WHEREAS**, the Executive possesses intimate knowledge of the business and affairs of the Company and has acquired certain confidential information and data with respect to the Company; and

**WHEREAS**, the Company desires to insure, insofar as possible, that it will continue to have the benefit of the Executive's services and to protect its confidential information and goodwill.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. Definitions.

(a) **409A Affiliate.** The term "409A Affiliate" means each entity that is required to be included in the Company's controlled group of corporations within the meaning of Section 414(b) of the Code, or that is under common control with the Company within the meaning of Section 414(c) of the Code; *provided, however,* that the phrase "at least 50 percent" shall be used in place of the phrase "at least 80 percent" each place it appears therein or in the regulations thereunder.

(b) **Accrued Benefits.** The Executive's "Accrued Benefits" shall include the following amounts, payable as described herein: (i) all base salary for the time period ending with the Termination Date; (ii) reimbursement for any and all monies advanced in connection with the

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Executive's employment for reasonable and necessary expenses incurred **29. Waiver.** The waiver by the Executive on behalf of the Company with respect to your (or any other Participant's) compliance of the Employer for the time period ending with the Termination Date; (iii) any and all other cash earned through the Termination Date and deferred at the election of the Executive or pursuant to any deferred compensation plan then in effect; (iv) notwithstanding any provision of any cash bonus, this Award Agreement shall not operate or cash incentive compensation plan applicable to the Executive, but subject to any irrevocable deferral election then in effect, be construed as a lump sum amount, in cash, equal to the sum of (A) any cash bonus or cash incentive compensation that has been allocated or awarded to the Executive for a fiscal year or other measuring period under the plan that ends prior to the Termination Date but has not yet been paid (pursuant to Section 5(e) or otherwise) and (B) a pro rata portion to the Termination Date of the aggregate value of all contingent bonus or incentive compensation awards to the Executive for all uncompleted periods under the plan calculated as to each such award as if the Goals with respect to such bonus or incentive compensation award had been attained; and (v) all other payments and benefits to which the Executive (or in the event of the Executive's death, the Executive's surviving spouse or other beneficiary) may be entitled on the Termination Date as compensatory fringe benefits or under the terms of a waiver of any benefit plan or other provision of the Employer, excluding severance payments under this Award Agreement, or of any Employer severance policy, practice or agreement in effect on the Termination Date. Payment subsequent to a breach by such party of Accrued Benefits shall be made promptly in accordance with a provision of this Award Agreement.

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**EXHIBIT A**

**CONFIDENTIALITY, NON-COMPETITION,  
NON-SOLICITATION AND NON-DISPARAGEMENT AGREEMENT**

As a result of your intimate familiarity with the Company's prevailing practice with respect to clauses (i) proprietary and (ii) or, with respect to clauses (iii), (iv) and (v), pursuant to the terms of the benefit plan or practice establishing such benefits; *provided* that payments pursuant to clause (iv)(B) shall be paid on the first day of the seventh month following the month in which the Executive's Separation from Service occurs to the extent necessary for compliance with the requirements of Code Section 409A(a)(2)

(B) relating to specified employees or, to the extent not so required, within ninety (90) days of the Executive's Separation from Service.

(c) Act. The term "Act" means the Securities Exchange Act of 1934, as amended.

(d) Affiliate and Associate. The terms "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Act.

(e) Annual Cash Compensation. The term "Annual Cash Compensation" shall mean the sum of (i) the Executive's Annual Base Salary (determined as of the time of the Change in Control confidential information of the Company or if higher, immediately prior to its Affiliates, in consideration of the grant of this award, you agree to the date the Notice restrictions set forth below. Except as provided in Exhibit A-1 attached hereto, any violation of Termination is given) plus (ii) an amount equal to the greatest these provisions will result in a rescission of the Executive's annual cash incentive target bonus for Option made under the fiscal year in which the Termination Date occurs, the annual cash incentive bonus the Executive received during the fiscal year prior to the Change in Control of the Company or the annual cash incentive bonus the Executive received with respect to the fiscal year prior to the Change in Control of the Company (the aggregate amount set forth in clause (i) Award Agreement and clause (ii) shall hereafter be referred to as the "Annual Cash Compensation").

(f) Beneficial Owner. A Person shall be deemed to be the "Beneficial Owner" of any securities:

(i) which such Person or any of such Person's Affiliates or Associates has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, (A) securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates or Associates until such tendered securities are accepted for purchase, or (B) securities issuable upon exercise or forfeiture of any rights issued pursuant to you have with respect thereto, as well as the remedies that are described in Section 5 hereof. You are advised to consult with your personal attorney prior to agreeing to the terms provisions of any rights agreement of the Company, at any time before the issuance of such securities;

2 this Exhibit A.

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(ii) 1. which such Person or any of such Person's Affiliates or Associates, directly or indirectly, has the right to vote or dispose of or has "beneficial ownership" of (as determined pursuant to Rule 13d-3 of the General Rules and Regulations under the Act), including pursuant to any agreement, arrangement or understanding; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security under this clause (ii) as a result of an agreement, arrangement or understanding to vote such security if the agreement, arrangement or understanding: (A) arises solely from a revocable proxy or consent given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations under the Act and (B) is not also then reportable on a Schedule 13D under the Act (or any comparable or successor report); or

(iii) which are beneficially owned, directly or indirectly, by any other Person with which such Person or any of such Person's Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except pursuant to a revocable proxy as described in clause (ii) above) or disposing of any voting securities of the Company.

(g) **Cause Confidentiality.** "Cause" You agree that you will treat during your employment and thereafter, as private and privileged, any information, data, figures, projections, estimates, marketing plans, customer lists, lists of contract workers, tax records, personnel records, accounting procedures, formulas, contracts, business partners, alliances, ventures and all other confidential information you acquire while working for termination by the Employer of the Executive's employment shall be limited to (i) the engaging by the Executive in intentional conduct that the Company establishes, by clear and convincing evidence, has caused demonstrable and serious financial injury to the Employer, as evidenced by a determination in a binding and final judgment, order or decree of a court or administrative agency of competent jurisdiction, in effect after exhaustion or lapse of all rights of appeal, in an action, suit or proceeding, whether civil, criminal, administrative or investigative; (ii) the Executive's conviction of a felony (as evidenced by binding and final judgment, order or decree of a court of competent jurisdiction, in effect after exhaustion of all rights of appeal); or (iii) continuing willful and unreasonable refusal by the Executive to perform the Executive's duties or responsibilities (unless significantly changed without the Executive's consent).

(h) **Change in Control of the Company.** A "Change in Control of the Company" shall be deemed to have occurred if an event set forth in any one of the following paragraphs shall have occurred:

(i) any Person (other than (A) the Company or any of its subsidiaries, (B) a trustee Affiliates. You agree that you will not release any such information to any person, firm, corporation or other fiduciary holding securities under entity at any employee benefit plan time, except as may be required by law, or as agreed to in writing by the Company. You acknowledge that any violation of this non-disclosure provision shall entitle the Company to appropriate injunctive relief and to any damages which it may sustain due to the improper disclosure. However, you shall not be held in breach of this provision if you disclose confidential information to a federal, state or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law.

To the extent required by applicable state law, upon your termination of employment, your confidentiality obligation shall be limited to a period of 12 months (24 months, if you are a Section 16 Participant at the time of your termination of employment); provided that your confidentiality obligations with respect to the trade secrets of the Company or any of its subsidiaries, (C) an underwriter temporarily holding securities pursuant to an offering Affiliates shall remain in effect for so long as the trade secrets constitute trade secrets under the applicable law.

2. **Non-Solicitation.** You agree that, for a 12 month period (24 month period, if you are a Section 16 Participant at the time of such securities your termination of employment) following your termination of service (voluntary or (D) a corporation owned, involuntary) from the Company or any of its Affiliates, you will not, for yourself or any third party, directly or indirectly, by the shareholders (a) solicit

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competitive business from any customer of the Company in substantially the same proportions as their ownership of stock in the Company ("Excluded Persons") is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates after the date of this Agreement, pursuant with whom you had direct contact or about whom you had access to express authorization by the Board that refers to this exception) representing 30% confidential information,

or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding voting securities; or

(ii) the following individuals cease for (b) solicit any reason to constitute a majority of the number of directors of the Company then serving: (A) individuals who, on the date of this Agreement constituted the Board and (B) any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A under the Act) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds (2/3) of the directors then still in

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office who either were directors on the date of this Agreement, or whose appointment, election or nomination for election was previously so approved (collectively the "Continuing Directors"); *provided, however,* that individuals who are appointed to the Board pursuant to or in accordance with the terms of an agreement relating to a merger, consolidation, or share exchange involving the Company (or any direct or indirect subsidiary of the Company) shall not be Continuing Directors for purposes of this Agreement until after such individuals are first nominated for election by a vote of at least two-thirds (2/3) of the then Continuing Directors and are thereafter elected as directors by the shareholders of the Company at a meeting of shareholders held following consummation of such merger, consolidation, or share exchange; and, *provided further,* that in the event the failure of any such persons appointed to the Board to be Continuing Directors results in a Change in Control of the Company, the subsequent qualification of such persons as Continuing Directors shall not alter the fact that a Change in Control of the Company occurred; or

(iii) the consummation of a merger, consolidation or share exchange of the Company with any other corporation or the issuance of voting securities of the Company in connection with a merger, consolidation or share exchange of the Company (or any direct or indirect subsidiary of the Company), in each case, which requires approval of the shareholders of the Company, other than (A) a merger, consolidation or share exchange which would result in the voting securities of the Company outstanding immediately prior to such merger, consolidation or share exchange continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) at least 50% of the combined voting power of the voting securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger, consolidation or share exchange, or (B) a merger, consolidation or share exchange effected to implement a recapitalization of the Company (or similar transaction) in which no Person (other than an Excluded Person) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates after the date of this Agreement, pursuant to express authorization by the Board that refers to this exception) representing 30% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding voting securities; or

(iv) the consummation of a plan of complete liquidation or dissolution of the Company or a sale or disposition by the Company of all or substantially all of the Company's assets (in one transaction or a series of related transactions within any period of 24 consecutive months), in each case, which requires approval of the shareholders of the Company, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity at least 75% of the combined

voting power of the voting securities of which are owned by Persons in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, no "Change in Control of the Company" shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to own, directly or indirectly, in the same proportions as their ownership in the Company, an entity that owns all or substantially all of the assets or voting securities of the Company immediately following such transaction or series of transactions.

(i) Code. The term "Code" means the Internal Revenue Code of 1986, including any amendments thereto or successor tax codes thereof. Any reference to a specific provision of the Code includes any regulations promulgated under such provision and any successor provision.

(i) Covered Termination. Subject to Section 2(b), the term "Covered Termination" means any Termination of Employment during the Employment Period where the

Termination Date or the date Notice of Termination is delivered is any date prior to the end of the Employment Period.

(k) Employment Period. Subject to Section 2(b), the term "Employment Period" means a period commencing on the date of a Change in Control of the Company, and ending at 11:59 p.m. Central Time on the earlier of the second anniversary of such date or the Executive's Normal Retirement Date.

(l) Good Reason. The Executive shall have "Good Reason" for termination of employment in the event of any of the following without the Executive's prior written consent:

(i) any breach of this Agreement by the Employer, including specifically any breach by the Employer of the agreements contained in Section 3, Section 4, Section 5, or Section 6, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith that the Employer remedies within ten (10) days after receipt of written notice thereof given by the Executive;

(ii) any reduction in the Executive's (A) base salary, (B) percentage of base salary available as cash incentive compensation or bonus opportunity, (C) grant date fair value of annual equity-based awards or (D) other benefits, in each case relative to those most favorable to the Executive in effect at any time during the 180-day period prior to the Change in Control of the Company or, to the extent more favorable to the Executive, those in effect at any time during the Employment Period;

(iii) the removal of the Executive from, or any failure to reelect or reappoint the Executive to, any of the positions held with the Employer on the date of the Change in Control of the Company or any other positions with the Employer to which the Executive shall thereafter be elected, appointed or assigned, except in the event that such removal or failure to reelect or reappoint relates to the termination by the Employer of the Executive's employment for Cause or by reason of disability pursuant to Section 12;

(iv) a good faith determination by the Executive that there has been a material adverse change in the Executive's working conditions or status with the Employer relative to the most favorable working conditions or status in effect during the 180-day period prior to the Change in Control of the Company, or, to the extent more favorable to the Executive, those in effect at any time during the Employment Period, including but not limited to (A) a significant change in the nature or scope of the Executive's authority, powers, functions, duties or responsibilities, or (B) a significant reduction in the level of support services, staff, secretarial and other assistance, office space and accoutrements, but in each case excluding for this purpose an isolated, insubstantial and inadvertent event not occurring in bad faith that the Employer remedies within ten (10) days after receipt of written notice thereof given by the Executive;

(v) the relocation of the Executive's principal place of employment to a location more than 50 miles from the Executive's principal place of employment on the date 180 days prior to the Change in Control of the Company (or if the Executive has not been employed for 180 days prior to the Change in Control of the Company, as in effect on the date the Executive entered into this Agreement);

(vi) the Employer requires the Executive to travel on Employer business 20% in excess of the average number of days per month the Executive was required to travel during the 180-day period prior to the Change in Control of the Company; or

(vii) failure by the Company to obtain the Agreement referred to in Section 17(a) as provided therein.

(m) Normal Retirement Date. The term "Normal Retirement Date" means the Executive's attainment of age sixty-five (65).

(n) Person. The term "Person" shall mean any individual, firm, partnership, corporation or other entity, including any successor (by merger or otherwise) of such entity, or a group of any of the foregoing acting in concert.

(o) Separation from Service. For purposes of this Agreement, the term "Separation from Service" means the Executive's Termination of Employment, or if the Executive continues to provide services following his or her Termination of Employment, such later date as is considered a separation from service from the Company and its 409A Affiliates within the meaning of Code Section 409A. Specifically, if the Executive continues to provide services to the Company or a 409A Affiliate in a capacity other than as an employee, such shift in status is not automatically a Separation from Service.

(p) Termination of Employment. For purposes of this Agreement, the Executive's termination of employment shall be presumed to occur when the Company and Executive reasonably anticipate that no further services will be performed by the Executive for the Company and its 409A Affiliates or that the level of bona fide services the Executive will perform as an employee of the Company and its 409A Affiliates will permanently decrease to no more than 20% of the average level of bona fide services performed by the Executive (whether as an employee or independent contractor) for the Company and its 409A Affiliates over the immediately preceding 36-month period (or such lesser period of services). Whether the Executive has experienced a Termination of Employment shall be determined by the Employer in good faith and consistent with Section 409A of the Code. Notwithstanding the foregoing, if the Executive takes a leave of absence for purposes of military leave, sick leave or other bona fide reason, the Executive will not be deemed to have incurred a Separation from Service for the first 6 months of the leave of absence, or if longer, for so long

as the Executive's right to reemployment is provided either by statute or by contract, including this Agreement; *provided that* if the leave of absence is due to a medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than six months, where such impairment causes the Executive to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, the leave may be extended by the Employer for up to 29 months without causing a Termination of Employment.

(q) **Termination Date.** Except as otherwise provided in Section 2(b), Section 10(b), and Section 17(a), the term "Termination Date" means (i) if the Executive's Termination of Employment is by the Executive's death, the date of death; (ii) if the Executive's Termination of Employment is by reason of voluntary early retirement, as agreed in writing by the Employer and the Executive, the date of such early retirement which is set forth in such written agreement; (iii) if the Executive's Termination of Employment is, for purposes of this Agreement, by reason of disability pursuant to Section 12, the earlier of thirty (30) days after the Notice of Termination is given or one day prior to the end of the Employment Period; (iv) if the Executive's Termination of Employment is by the Executive voluntarily (other than for Good Reason), the date the Notice of Termination is given; and (v) if the Executive's Termination of Employment is by the Employer (other than by reason of disability pursuant to Section 12) or by the Executive for Good Reason, the earlier of thirty (30) days after the Notice of Termination is given or one day prior to the end of the Employment Period. Notwithstanding the foregoing,

(A) If termination is for Cause pursuant to Section 1(g)(iii) and if the Executive has cured the conduct constituting such Cause as described by the Employer in its Notice of Termination within such 30-day or shorter period, then the Executive's employment hereunder shall continue as if the Employer had not delivered its Notice of Termination.

(B) If the Executive shall in good faith give a Notice of Termination for Good Reason and the Employer notifies the Executive that a dispute exists concerning the termination within the 15-day period following receipt thereof, then the Executive may elect to continue his or her employment during such dispute and the Termination Date shall be determined under this paragraph. If the Executive so elects and it is thereafter determined that Good Reason did exist, the Termination Date shall be the earliest of (1) the date on which the dispute is finally determined, either (x) by mutual written agreement of the parties or (y) in accordance with Section 22, (2) the date of the Executive's death or (3) one day prior to the end of the Employment Period. If the Executive so elects and it is thereafter determined that Good Reason did not exist, then the employment of the Executive hereunder shall continue after such determination as if the Executive had not delivered the Notice of Termination asserting Good Reason and there shall be no Termination Date arising out of such Notice. In either case, this Agreement continues, until the Termination Date, if any, as if the Executive had not delivered the Notice of Termination except that, if it is finally determined that Good Reason did exist, the Executive shall in no case be denied the benefits described in Section 9 (including a Termination Payment) based on events occurring after the Executive delivered his Notice of Termination.

(C) Except as provided in Section 1(q)(B), if the party receiving the Notice of Termination notifies the other party that a dispute exists concerning the termination within the appropriate period following receipt thereof and it is finally determined that the reason asserted in such Notice of Termination did not exist, then (1) if such Notice was delivered by the Executive, the Executive will be deemed to have voluntarily terminated his employment and the Termination Date shall be the earlier of the date 15 days after the Notice of Termination is given or one day prior to the

end of the Employment Period and (2) if delivered by the Company, the Company will be deemed to have terminated the Executive other than by reason of death, disability or Cause.

Capitalized terms used in this Agreement not defined in this Section 1 have the meanings assigned in the other sections of this Agreement. The definitions of the following terms may be found in the sections indicated:

<u>Term</u>	<u>Section</u>
Annual Base Salary	Section 5(a)
Base Period Income	Section 9(b)(iii)
Bonus Amount	Section 5(e)(i)
Bonus Plan	Section 5(e)
Claims and Appeals Procedures	Section 23
Company Incentive Plan	Section 5(e)(iii)
ERISA	Section 22
Excise Tax	Section 9(b)(i)
Expenses	Section 15
Goals	Section 5(e)(iii)
National Tax Counsel	Section 9(b)(ii)
Notice of Termination	Section 13
Plans	Section 9(c)(iv)
Termination Payment	Section 9(a)
Total Payments	Section 9(b)(i)

**2. Termination or Cancellation Prior to Change in Control.**

(a) Subject to Section 2(b), the Employer and the Executive shall each retain the right to terminate the employment of the Executive at any time and for any reason (or no reason) prior to a Change in Control of the Company. Subject to Section 2(b), in the event that prior to a Change in Control of the Company (i) the Executive's employment is terminated or (ii) as determined in writing by the Compensation Committee of the Board of Directors of the Company in its sole discretion, the Executive's authority, powers, functions, duties, responsibilities or pay grade are materially reduced, this Agreement shall be terminated and cancelled and of no further force and effect, and any and all rights and obligations of the parties hereunder shall cease.

(b) Anything in this Agreement to the contrary notwithstanding, if the Executive's employment with the Employer is terminated by the Employer (other than a termination due to the Executive's death or as a result of the Executive's disability (as determined under Section 12) during the period of 180 days prior to the date on which a Change in Control of the Company occurs,

and if it is reasonably demonstrated by the Executive that such termination of employment (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control of the Company or (ii) otherwise arose in connection with or in anticipation of a Change in Control of the Company, then for all purposes of this Agreement such termination of employment shall be deemed a "Covered Termination," a "Notice of Termination" shall be deemed to have been given, and the "Employment Period" shall be deemed to have begun on the date of such termination which shall be deemed to be the "Termination Date" and the date of the Change of Control of the Company for purposes of this Agreement. Anything in this Agreement to the contrary notwithstanding, if the Executive's authority, powers, functions, duties, responsibilities or pay grade were reduced pursuant to Section 2(a)(ii) during the period of 180 days prior to the date on which the Change in Control of the Company occurs, and if it is reasonably demonstrated by the Executive that such reduction in authority, powers, functions, duties, responsibilities or pay grade (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control of the Company or (ii) otherwise arose in connection with or in anticipation of a Change in Control of the Company.

Company, then the termination and cancellation of this Agreement pursuant to Section 2(a) shall be deemed null and void, this Agreement shall be deemed to remain in full force and effect with any and all rights and obligations of the parties hereunder continuing and such reduction in authority, powers, functions, duties, responsibilities or pay grade shall be considered "Good Reason" for the Executive to terminate employment in connection with a Change in Control of the Company.

3. Employment Period. If a Change in Control of the Company occurs when the Executive is employed by the Employer, the Employer will continue thereafter to employ the Executive during the Employment Period, and the Executive will remain in the employ of the Employer in accordance with and subject to the terms and provisions of this Agreement. Any Termination of Employment during the Employment Period, whether by the Company or the Employer, shall be deemed a termination by the Company for purposes of this Agreement.

4. Duties. During the Employment Period, the Executive shall, in the same capacities and positions held by the Executive at the time of the Change in Control of the Company or in such other capacities and positions as may be agreed to by the Employer and the Executive in writing, devote the Executive's best efforts and all of the Executive's business time, attention and skill to the business and affairs of the Employer, as such business and affairs now exist and as they may hereafter be conducted.

5. Compensation. During the Employment Period, the Executive shall be compensated as follows:

(a) The Executive shall receive, at reasonable intervals (but not less often than monthly) and in accordance with such standard policies as may be in effect immediately prior to the Change in Control of the Company, an annual base salary in cash equivalent of not less than twelve times the Executive's highest monthly base salary for the twelve-month period immediately preceding the month in which the Change in Control of the Company occurs or, if higher, annual base salary at the rate in effect immediately prior to the Change in Control of the Company (which base salary shall, unless otherwise agreed in writing by the Executive or subject to any irrevocable deferral election then in effect, include the current receipt by the Executive of any amounts which, prior to the Change in Control of the Company, the Executive had elected to defer, whether such compensation is deferred under Section 401(k) of the Code or otherwise), subject to adjustment as hereinafter provided in Section 6 (such salary amount as adjusted upward from time to time is hereafter referred to as the "Annual Base Salary").

(b) The Executive shall receive fringe benefits at least equal in value to the highest value of such benefits provided for the Executive at any time during the 180-day period immediately prior to the Change in Control of the Company or, if more favorable to the Executive, those provided generally at any time during the Employment Period to any executives of the Employer of comparable status and position to the Executive; and shall be reimbursed, at such intervals and in accordance with such standard policies that are most favorable to the Executive that were in effect at any time during the 180-day period immediately prior to the Change in Control of the Company, for any and all monies advanced in connection with the Executive's employment for reasonable and necessary expenses incurred by the Executive on behalf of the Employer, including travel expenses.

(c) The Executive and/or the Executive's family, as the case may be, shall be included, to the extent eligible thereunder (which eligibility shall not be conditioned on the Executive's salary grade or on any other requirement which excludes persons of comparable status to the Executive unless such exclusion was in effect for such plan or an equivalent plan at any time during the 180-day period immediately prior to the Change in Control of the Company), in any and all plans providing benefits for the Employer's salaried employees in general, including but not limited to group life insurance, hospitalization, medical, dental, profit sharing and stock bonus plans;

*provided, that, (i) in no event shall the aggregate level of benefits under such plans in which the Executive is included be less than the aggregate level of benefits under plans of the Employer of the type referred to in this Section 5(c) in which the Executive was participating at any time during the 180-day period immediately prior to the Change in Control of the Company and (ii) in no event shall the aggregate level of benefits under such plans be less than the aggregate level of benefits under plans of the type referred to in this Section 5(c) provided at any time after the Change in Control of the Company to any executive of the Employer of comparable status and position to the Executive.*

(d) The Executive shall annually be entitled to not less than the amount of paid vacation and not fewer than the highest number of paid holidays to which the Executive was entitled annually at any time during the 180-day period immediately prior to the Change in Control of the Company or such greater amount of paid vacation and number of paid holidays as may be made available annually to other executives of the Employer of comparable status and position to the Executive at any time during the Employment Period.

(e) The Executive shall be included in all plans providing additional benefits to executives of the Employer of comparable status and position to the Executive, including but not limited to short- or long-term cash-based incentive compensation plans (such plan or plans together, the "Bonus Plan"), deferred compensation plans, supplemental retirement plans, equity awards, and similar or comparable plans; *provided, that, unless otherwise provided in clauses (i) or (ii) below, in no event shall the aggregate level of benefits under such plans or awards be less than the higher of (x) the highest aggregate level of benefits under plans of the Employer of the type referred to in this Section 5(e) in which the Executive was participating at any time during the 180-day period immediately prior to the Change in Control of the Company and (y) the aggregate levels of benefits under plans of the type referred to in this Section 5(e) provided at any time after the Change in Control of the Company to any executive of the Employer comparable in status and position to the Executive.*

(i) With respect to the Bonus Plan, the amount of the compensation (the "Bonus Amount") that the Executive is eligible to earn under the Bonus Plan if the threshold, target and maximum performance objectives are met shall be no less than the highest threshold, target and maximum amounts, respectively, that Executive was eligible to receive under awards

outstanding under the Employer's short- or long-term cash-based incentive compensation plan or plans as in effect at any time during the 180-day period immediately prior to the Change in Control of the Company; *provided that* the amount Executive is eligible to earn shall in no event be lower than the amount of short- or long-term cash-based incentive compensation that any executive of the Employer comparable in status and position to the Executive is eligible to earn. Payment of the Bonus Amount, if earned, shall not be affected by the Executive's Termination of Employment after the end of the Employment Period.

(ii) With respect to equity awards, the Executive shall annually receive awards under one or more equity-based compensation plan or plans of the Employer. Such annual equity awards shall have a grant date fair value at least equal to the aggregate grant date fair value of the largest equity-based awards granted to the Executive at any time during the one-year period immediately prior to the Change in Control of the Company, measured, in each case, as a multiple of the Executive's Annual Base Salary; *provided that*, solely for purposes of determining the grant date fair value of the largest equity-based awards granted to the Executive during such one-year period immediately prior to the Change in Control of the Company, any inducement awards or other awards that are intended to be non-recurring shall be disregarded or, to the extent such awards are intended to replace more than one annual award, shall be pro-rated so that only a one-year portion of the award shall be counted; and *provided further* that the grant date fair value of the equity awards granted to the Executive shall in no event be lower than the grant date fair value of the annual equity-

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based awards granted to any executive of the Employer comparable in status and position to the Executive.

(iii) To the extent any compensation that the Executive has an opportunity to earn after a Change in Control of the Company is subject to achieving performance objectives, such performance objectives shall be established and communicated in writing to the Executive within the first ninety (90) days of the performance period and shall be reasonably related to the business of the Employer (the "Goals"). All Goals shall be attainable with approximately the same degree of probability as the most attainable goals under the Employer's performance-based compensation plan or plans as in effect at any time during the 180-day period immediately prior to the Change in Control of the Company (whether one or more, the "Company Incentive Plan") and in view of the Employer's existing and projected financial and business circumstances applicable at the time, and shall have a performance period that is no longer than the performance period corresponding to the most analogous type of compensation under the Company Incentive Plan.

6. **Annual Compensation Adjustments.** During the Employment Period, the Board of Directors of the Company (or an appropriate committee thereof) will consider and appraise, at least annually, the contributions of the Executive to the Company, and in accordance with the Company's practice prior to the Change in Control of the Company, due consideration shall be given to the upward adjustment of the Executive's Annual Base Salary, at least annually, (a) commensurate with increases generally given to other executives of the Employer of comparable status and position to the Executive, and (b) as the scope of the Company's operations or the Executive's duties expand.

7. **Termination For Cause or Without Good Reason.** If there is a Covered Termination for Cause or due to the Executive's voluntarily terminating his or her employment other than for Good Reason (any such terminations to be subject to the procedures set forth in Section 13), then the Executive shall be entitled to receive only Accrued Benefits.

8. Termination Giving Rise to a Termination Payment and Certain Other Benefits. If there is a Covered Termination by the Executive for Good Reason, or by the Company other than by reason of (i) death, (ii) disability pursuant to Section 12, or (iii) Cause (any such terminations to be subject to the procedures set forth in Section 13), then (A) the Executive shall be entitled to receive Accrued Benefits and, in lieu of further base salary for periods following the Termination Date, as liquidated damages and additional severance pay and in consideration of the covenant of the Executive set forth in Section 14(a), the Termination Payment pursuant to Section 9(a), (B) all equity-based and cash incentive awards then held by the Executive that were granted prior to the Change in Control of the Company shall be subject to the terms of the equity or incentive plan under which the awards were granted and (C) all equity-based and cash incentive awards then held by the Executive that were granted on or after the Change in Control of the Company shall vest or be earned in full immediately upon such Covered Termination, with the amount or value of any performance-based awards determined based on the deemed achievement of all applicable performance conditions at 100% of target, without pro-ration.

9. Payments Upon Termination.

(a) Termination Payment. The "Termination Payment" shall be an amount equal to the Annual Cash Compensation times two. The Termination Payment shall be paid to the Executive in cash equivalent (i) on the first day of the seventh month following the month in which the Executive's Separation from Service occurs, without interest thereon, to the extent necessary for compliance with the requirements of Code Section 409A(a)(2)(B) relating to specified employees or (ii) to the extent not so required, within ten (10) business days after the Termination Date. Notwithstanding the foregoing, in the event the Executive's Termination Date is pursuant to Section 2(b), the Termination Payment shall be paid within ten (10) business days after the date of the

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Change in Control of the Company (as defined without reference to Section 2(b)), without interest. Such lump sum payment shall not be reduced by any present value or similar factor, and the Executive shall not be required to mitigate the amount of the Termination Payment by securing other employment or otherwise, nor will such Termination Payment be reduced by reason of the Executive securing other employment or for any other reason, except as provided in subsection (b) below. The Termination Payment shall be in lieu of, and acceptance by the Executive of the Termination Payment shall constitute the Executive's release of any rights of the Executive to, any other cash severance payments under any Company severance policy, practice or agreement.

(b) 280G Provision.

(i) Notwithstanding any other provision of this Agreement, if any portion of the Termination Payment or any other payment or other benefit to the Executive under this Agreement, or under any other agreement with or plan of the Employer or any 409A Affiliate (in the aggregate, "Total Payments"), would constitute an "excess parachute payment" (as defined below) and would, but for this Section 9(b)(i), result in the imposition on the Executive of an excise tax under Code Section 4999 (the "Excise Tax"), then the Total Payments to be made to the Executive shall either be (A) delivered in full, or (B) delivered in a reduced amount that is One Dollar (\$1.00) less than the amount that would cause any portion of such Total Payments to be subject to the Excise Tax, whichever of the foregoing results in the receipt by the Executive of the greatest benefit on an after-tax basis (taking into account the applicable federal, state and local income taxes and the Excise Tax).

(ii) Within forty (40) days following the Executive's Termination of Employment or notice by one party to the other of its belief that there is a payment or benefit due the Executive that will result in an excess parachute payment, the

Executive and the Company, at the Company's expense, shall obtain the opinion (which need not be unqualified) of nationally recognized tax counsel ("National Tax Counsel") selected by the Company's independent auditors and reasonably acceptable to the Executive (which may be regular outside counsel to the Company), which opinion sets forth (A) the amount of the Base Period Income (as defined below), (B) the amount and present value of Total Payments, (C) the amount and present value of any excess parachute payments determined without regard to any reduction of Total Payments pursuant to Section 9(b)(i), and (D) the net after-tax proceeds to the Executive, taking into account the tax imposed under Code Section 4999 if (1) the Total Payments were reduced in accordance with Section 9(b)(i)(B), or (2) the Total Payments were not so reduced. The opinion of National Tax Counsel shall be addressed to the Company and the Executive and shall be binding upon the Company and the Executive. If such National Tax Counsel opinion determines that clause (B) of Section 9(b)(i) applies, then the payments hereunder or any other payment or benefit determined by such counsel to be includable in Total Payments shall be reduced or eliminated so that under the bases of calculations set forth in such opinion there will be no excess parachute payment. In such event, payments or benefits included in the Total Payments shall be reduced or eliminated by applying the following principles, in order: (x) the payment or benefit with the higher ratio of the parachute payment value to present economic value (determined using reasonable actuarial assumptions) shall be reduced or eliminated before a payment or benefit with a lower ratio; (y) the payment or benefit with the later possible payment date shall be reduced or eliminated before a payment or benefit with an earlier payment date; and (z) cash payments shall be reduced prior to non-cash benefits; *provided* that if the foregoing order of reduction or elimination would violate Code Section 409A, then the reduction shall be made pro rata among the payments or benefits included in the Total Payments (on the basis of the relative present value of the parachute payments).

(iii) For purposes of this Agreement, (A) the terms "excess parachute payment", "parachute payments" and "reasonable compensation" shall have the meanings assigned to them in Section 280G of the Code and such "parachute payments" shall be valued

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as provided therein (after taking into account any reductions thereto for "reasonable compensation", including the value of any agreement to refrain from performing services, whether under Section 14 or otherwise), (B) present value for purposes of this Agreement shall be calculated in accordance with Section 1274(b)(2) of the Code, (C) the term "Base Period Income" means an amount equal to the Executive's "annualized includable compensation for the base period" as defined in Section 280G(d)(1) of the Code, (D) for purposes of the National Tax Counsel opinion, the value of any noncash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors in accordance with the principles of Section 280G(d)(3) and (4) of the Code, which determination shall be evidenced in a certificate of such auditors addressed to the Company and the Executive, and (E) the Executive shall be deemed to pay federal income tax and employment taxes at the highest marginal rate of federal income and employment taxation, and state and local income taxes at the highest marginal rate of taxation in the state or locality of the Executive's domicile (determined in both cases in the calendar year in which the Covered Termination occurs or notice described in Section 9(b)(ii) is given, whichever is earlier), net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes. If the National Tax Counsel so requests in connection with the opinion required by this Section 9(b), the Executive and the Company shall obtain, at the Company's expense, and the National Tax Counsel may rely on, the advice of a firm of recognized executive compensation consultants as to the reasonableness of any item of compensation to be received by the Executive solely with respect to its status under Section 280G of the Code and the regulations thereunder.

(iv) The Company agrees to bear all costs associated with, and to indemnify and hold harmless, the National Tax Counsel of and from any and all claims, damages, and expenses resulting from or relating to its determinations pursuant to this Section 9(b), except for claims, damages or expenses resulting from the gross negligence or willful misconduct of such firm.

(v) This Section 9(b) shall be amended to comply with any amendment or successor provision to Sections 280G or 4999 of the Code. If such provisions are repealed without successor, then this Section 9(b) shall be cancelled without further effect.

(c) **Additional Benefits.** If there is a Covered Termination and the Executive is entitled to Accrued Benefits and the Termination Payment, then the Company shall provide to the Executive the following additional benefits:

(i) The Executive shall receive until the end of the second calendar year following the calendar year in which the Executive's Separation from Service occurs, at the expense of the Company, outplacement services, on an individualized basis at a level of service commensurate with the Executive's status with the Company immediately prior to the date of the Change in Control of the Company (or, if higher, immediately prior to the Executive's Termination of Employment), provided by a nationally recognized executive placement firm selected by the Company; *provided that the cost to the Company of such services shall not exceed 10% of the Executive's Annual Base Salary.*

(ii) Until the earlier of the end of the Employment Period or such time as the Executive has obtained new employment and is covered by benefits which in the aggregate are at least equal in value to the following benefits, the Executive shall continue to be covered, at the expense of the Company, by the same or equivalent life insurance, hospitalization, medical and dental coverage as was required hereunder with respect to the Executive immediately prior to the date the Notice of Termination is given, subject to the following:

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(A) Following the end of the COBRA continuation period, if such hospitalization, medical or dental coverage is provided under a health plan that is subject to Section 105(h) of the Code, benefits payable under such health plan shall comply with the requirements of Treasury regulation section 1.409A-3(i)(1)(iv) and, if necessary, the Company shall amend such health plan to comply therewith. If the Executive is entitled to the Termination Payment pursuant to Section 2(b), then within ten (10) days following the Change in Control of the Company (determined without regard to Section 2(b)), the Company shall reimburse the Executive for any COBRA premiums the Executive paid for his or her hospitalization, medical and dental coverage under COBRA from the Executive's Termination Date through the date of the Change in Control of the Company (determined without regard to Section 2(b)).

(B) To the extent required to comply with Code Section 409A, during the first six months following the Executive's Separation from Service, the Executive shall pay the Company for any life insurance coverage that provides a benefit in excess of \$50,000 under a group term life insurance policy. After the end of such six month period, the Company shall make a cash equivalent payment to the Executive equal to the aggregate premiums paid by the Executive for such coverage, and thereafter such coverage shall be provided at the expense of the Company for the remainder of the period as set forth above; *provided that this clause (B) shall cease to apply if on the date of the Executive's Separation from Service, neither the Company nor any other entity that is considered a "service recipient"*

with respect to the Executive within the meaning of Code Section 409A has any stock which is publicly traded on an established securities market (within the meaning of Treasury Regulation Section 1.897-1(m)) or otherwise.

(iii) The Company shall bear up to \$15,000 in the aggregate of fees and expenses of consultants and/or legal or accounting advisors engaged by the Executive to advise the Executive as to matters relating to the computation of benefits due and payable under this Section 9.

(iv) The Company shall cause the Executive to be fully and immediately vested in his account under any nonqualified defined contribution retirement plan of the Employer.

**10. Death.**

(a) Except as provided in Section 10(b), in the event of a Covered Termination due to the Executive's death, the Executive's estate, heirs and beneficiaries shall receive all the Executive's Accrued Benefits through the Termination Date.

(b) In the event the Executive dies after a Notice of Termination is given (i) by the Company or (ii) by the Executive for Good Reason, the Executive's estate, heirs and beneficiaries shall be entitled to the benefits described in Section 10(a) and, subject to the provisions of this Agreement, to such Termination Payment as the Executive would have been entitled to had the Executive lived, except that the Termination Payment shall be paid within 90 days following the date of the Executive's death, without interest thereon. For purposes of this Section 10(b), the Termination Date shall be the earlier of 30 days following the giving of the Notice of Termination, subject to extension pursuant to Section 1(g), or one day prior to the end of the Employment Period.

**11. Retirement.** If, during the Employment Period, the Executive and the Employer shall execute an agreement providing for the early retirement of the Executive from the Employer, or the Executive shall otherwise give notice that he is voluntarily choosing to retire early

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from the Employer, the Executive shall receive Accrued Benefits through the Termination Date; *provided, that* if the Executive's employment is terminated by the Executive for Good Reason or by the Company other than by reason of death, disability or Cause and the Executive also, in connection with such termination, elects voluntary early retirement, the Executive shall also be entitled to receive a Termination Payment pursuant to Section 9.

**12. Termination for Disability.** If, during the Employment Period, as a result of the Executive's disability due to physical or mental illness or injury (regardless of whether such illness or injury is job-related), the Executive shall have been absent from the Executive's duties hereunder on a full-time basis for a period of six consecutive months and, within 30 days after the Company notifies the Executive in writing that it intends to terminate the Executive's employment (which notice shall not constitute the Notice of Termination contemplated below), the Executive shall not have returned to the performance of the Executive's duties hereunder on a full-time basis, the Company may terminate the Executive's employment for purposes of this Agreement pursuant to a Notice of Termination given in accordance with Section 13. If the Executive's employment is terminated on account of the Executive's disability in accordance with this Section, the Executive shall receive Accrued Benefits through the Termination Date and shall remain eligible for all benefits provided by any long term disability programs of the Employer in effect at the time of such termination.

**13. Termination Notice and Procedure.** Any Covered Termination by the Company or the Executive (other than a termination of the Executive's employment that is a Covered Termination by virtue of Section 2(b)) shall be communicated by a written notice of termination ("Notice of Termination") to the Executive, if such Notice is given by the Company, and to the Company, if such Notice is given by the Executive, all in accordance with the following procedures and those set forth in Section 25:

(a) If such termination is for disability, Cause or Good Reason, the Notice of Termination shall indicate in reasonable detail the facts and circumstances alleged to provide a basis for such termination.

(b) Any Notice of Termination by the Company shall have been approved, prior to the giving thereof to the Executive, by a resolution duly adopted by a majority of the directors of the Company (or any successor corporation) then in office.

(c) If the Notice is given by the Executive for Good Reason, the Executive may cease performing his duties hereunder on or after the date fifteen (15) days after the delivery of Notice of Termination and shall in any event cease employment on the Termination Date. If the Notice is given by the Company, then the Executive may cease performing his duties hereunder on the date of receipt of the Notice of Termination, subject to the Executive's rights hereunder.

(d) The Executive shall have thirty (30) days, or such longer period as the Company may determine to be appropriate, to cure any conduct or act, if curable, alleged to provide grounds for termination of the Executive's employment for Cause under this Agreement pursuant to Section 1(g)(iii).

(e) The recipient of any Notice of Termination shall personally deliver or mail in accordance with Section 25 written notice of any dispute relating to such Notice of Termination to the party giving such Notice within 15 days after receipt thereof; provided, however, that if the Executive's conduct or act alleged to provide grounds for termination by the Company for Cause is curable, then such period shall be 30 days. After the expiration of such period, the contents of the Notice of Termination shall become final and not subject to dispute.

**14. Further Obligations of the Executive.**

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(a) Solicitation; Competition. The Executive agrees that, in the event of any Covered Termination where the Executive is entitled to Accrued Benefits and the Termination Payment, the Executive shall not, for a period expiring one year after the Termination Date, without the prior written approval of the Company's Board of Directors, (i) solicit for employment an employee of the Company or its subsidiaries, (ii) solicit competitive Affiliates for whom you had direct or indirect managerial or supervisory responsibilities or about whom you obtained confidential information during the 12 months preceding your termination date (a "Covered Employee") for the purpose of hiring such person or otherwise entice, induce or encourage, directly or indirectly, any such Covered Employee to leave their employment.

You agree that engaging in any of the following activities will be a violation of the above paragraph: (1) soliciting for a hire or soliciting for retainer as an independent consultant or as contingent worker any Covered Employee; (2) participating in the recruitment of any Covered Employee; (3) serving as a reference for a Covered Employee; (4) offering an opinion regarding the candidacy of a Covered Employee as a potential employee, independent consultant or contingent worker; (5) assisting or encouraging any third party

to pursue a Covered Employee for potential employment, independent consulting or contingent worker opportunities; or (6) assisting or encouraging any Covered Employee to leave their current position in order to be an employee, independent consultant or contingent worker for a third party.

3. **Non-Competition.** You agree that, for a 12 month period (24 month period, if you are a Section 16 Participant at the time of your termination of employment) following your termination (voluntary or involuntary) from the Company or an Affiliate, you will not, for yourself or for any third party, directly or indirectly, in whole or in part, provide services, whether as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, shareholder, officer, volunteer, intern, or any other similar capacity, to a Competitor. Notwithstanding the prior sentence, you are not prohibited from providing services to a Competitor if: (a) the duties and services provided by you to the Competitor are not, in whole or in part, substantially similar to the duties and services you provided to the Company or its Affiliates; and (b) the duties and services provided by you to the Competitor are not reasonably likely to cause you to reveal trade secrets, know-how, customer lists, customer contracts, customer needs, business from any customer or identified prospective customer strategies, marketing strategies, product development, proprietary information and confidential information concerning the business of the Company or its subsidiaries, or (iii) participate in the management of, be employed by or own any business enterprise at a location anywhere in the World that engages in substantial competition with the Company or its subsidiaries, where such enterprise's revenues from any competitive activities amount to 10% or more of such enterprise's net revenues and sales for its most recently completed fiscal year; *provided, however, that nothing* *Affiliates. Nothing in this Section 14(a) shall prohibit the Executive Award Agreement prohibits you from* *owning stock purchasing or other securities of a competitor amounting to* *owning less than five percent (5%) of the outstanding capital stock of such competitor.*

(b) **Confidentiality.** During and following the Executive's employment by the Company, the Executive shall hold in confidence and not directly or indirectly disclose or use or copy or make lists publicly traded securities of any confidential information corporation, provided that your ownership represents a passive investment and that you are not a controlling person of, or proprietary data a member of a group that controls, the Company (including that corporation. For purposes hereof:

(i) "Competitor" means any business operating within the Restricted Territory (as defined below) which competes in the same industry(ies) as those in which you worked during your final twenty-four (24) months of the Employer, except to the extent authorized in writing by the Board employment (or your entire period of Directors of employment, if less than twenty-four (24) months) with the Company or required an Affiliate (the "Business") **and** which (A) offers products and services within the Restricted Territory that are comparable to the products and services offered by any court the Business, or administrative agency, other than to an employee of which the Company or a person an Affiliate took material steps to whom disclosure is reasonably necessary or appropriate in connection offer during your final twenty-four (24) month period of employment with the performance by the Executive Company or an Affiliate, and whose primary customer and product focus, scope and method of duties as an executive of the Company. Confidential information shall not include any information known generally to the public delivery is competitive with or any information of a type not otherwise considered confidential by persons engaged in the same business or a business substantially similar to that of the Company. All records, files, documents Business or (B) offers products and materials, or copies thereof, relating services within the Restricted Territory that are comparable to the business products and services

offered by the Business to any customer or prospective customer of the Company or an Affiliate with which you were involved or about which you had or were provided access to Confidential Information during the twelve (12) month period preceding your date of termination.

(ii) "Restricted Territory" means each country in the world in which the Executive shall prepare, Company or use, an Affiliate conducted the Business or come into contact with, shall be and remain had taken material steps to begin conducting the sole property Business, in each case within the twenty-four (24) month period preceding your termination date.

4. **Non-Disparagement.** You agree that you will not make disparaging remarks of any sort or otherwise communicate any disparaging comments to any other person or entity, about the Company and shall be promptly returned to the Company upon termination any of employment with the Company. Notwithstanding anything to the contrary herein, however, nothing in this Agreement prohibits the Executive from reporting possible violations of local, state, foreign or federal law or regulation, or related facts, to any governmental agency or entity or making other reports or disclosures that, in each case, the Executive believes are protected under the whistleblower provisions of local, state, foreign or federal law or regulation. Without limitation, the Executive may report possible violations of law or regulation its divisions, subsidiaries, predecessors and related facts to the U.S. Department of Justice, the Securities and Exchange Commission, Congress, successors, and any agency Inspector General. The Executive does affiliated entities and persons, and all of their respective past and present employees, agents, insurers, officials, officers and directors. However, you shall not need be held in breach of this provision if you disclose confidential information to a federal, state or local government official, either directly or indirectly, or to an attorney, solely for the prior authorization purpose of the Company (including, but not limited to, its law department) to make any such reports reporting or disclosures, and the Executive does not need to notify the Company that the Executive has made such reports or disclosures. Making such reports or disclosures does not in any way have adverse consequences to the Executive under this Agreement. investigating a suspected violation of law.

(c) 5. **Effect of Breach.**

(i) Notwithstanding anything herein By accepting the Option, you agree that in light of the award conferred to you under this Award Agreement, the narrow and restrictive covenants imposed above are reasonable and will not result in any hardship to you. Further, you acknowledge and agree that a breach of any obligation under this Award Agreement will result in irreparable injury to the contrary, if Company and that such harm may not be compensable entirely with monetary damages. The Company reserves all rights to seek any and all remedies and damages permitted under law, including, but not limited to, injunctive relief, equitable relief and compensatory damages. In connection with any suit at law or in equity under this Award Agreement, the Executive violates Company shall be entitled to an accounting, and to the repayment of all profits, compensation, commissions, fees, or other remuneration which you or any provision other entity or person has either directly or indirectly realized on its behalf or on behalf of this Section 14, then (A) any another and/or may realize, as a result of, growing out of, or in connection with the violation which is the subject of the suit. Further, in the event of your breach of the above sections, you shall disgorge the value of all payments and benefits described conferred to you by virtue of this Award Agreement, including, but not limited to, the cash or Shares awarded. In addition to the foregoing, the Company shall be entitled to collect from you any reasonable attorney's fees and costs occurred in bringing any action against you or otherwise to enforce the terms of this Award Agreement.

Exhibit A-1 to the Confidentiality, Non-Competition,  
Non-Solicitation And Non-Disparagement Agreement

[STATE-SPECIFIC TERMS AND CONDITIONS]

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EXHIBIT B

ADDENDUM TO NVENT ELECTRIC PLC 2018 OMNIBUS INCENTIVE PLAN

STOCK OPTION AWARD AGREEMENT

[COUNTRY-SPECIFIC TERMS AND CONDITIONS]

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Exhibit 10.23

NVENT ELECTRIC 2018 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

Pursuant to the notice of grant (the "Grant Notice") and this Restricted Stock Unit Award Agreement, including any country-specific terms in the applicable addendum hereto (the "Addendum") (together, this "Award Agreement"), nVent Electric plc (the "Company") has granted to you Restricted Stock Units ("RSUs") with respect to the number of ordinary shares of the Company ("Shares") specified in the Grant Notice. Capitalized terms not defined in this Award Agreement but defined in the nVent Electric plc 2018 Omnibus Incentive Plan, as may be amended or restated from time to time (the "Plan") shall have the same definitions as in the Plan. Unless you decline this Award Agreement within 90 days, you agree to be bound by all of the provisions contained in this Award Agreement and the Plan.

- 1. Vesting.** Except as otherwise provided in the Plan or this Award Agreement, the RSUs will vest as provided in the Grant Notice.
- 2. Settlement of RSUs.** The Company shall deliver to you a whole number of Shares equal to the number of RSUs (if any) that vest pursuant to this Award Agreement, subject to withholding of any Tax-Related Items (as defined in Section 97 below). Such delivery shall take place as soon as administratively practicable following the vesting date, but in no event more than 30 days after the applicable vesting date.

Notwithstanding the foregoing, if you are resident or provide services outside of the United States, the Company, in its sole discretion, may provide for the settlement of the RSUs in the form of:

(a) a cash payment in an amount equal to the Fair Market Value of the Shares as of the vesting date that correspond to the number of vested RSUs, to the extent that settlement in Shares (i) is prohibited under local law, (ii) would require you, the Company or any of its Affiliates to obtain the approval of any governmental or regulatory body in your country of residence (or country of employment, if different), (iii) would result in adverse tax consequences for you, the Company or any of its Affiliates or (iv) is administratively burdensome; or

(b) Shares, but require you to sell such Shares immediately or within a specified period following your termination of service (in which case, you hereby agree that the Company shall have the authority to issue sale instructions in relation to such Shares on your behalf).

3. **No Fractional Shares.** Only whole Shares will be issuable pursuant to the RSUs; any fractional Share otherwise issuable under the RSUs will be rounded up to the nearest whole Share.

4. **Effect of Termination of Service.** Unless otherwise provided in the Grant Notice or the Plan, in the event of termination of your service with the Company or any of its Affiliates for any reason (whether voluntarily or involuntarily), all your unvested RSUs will be cancelled and forfeited. Exceptions are made for termination of service due to death,

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Retirement, Disability or a Covered Termination, in accordance with the terms of the Plan.

For purposes of the RSUs, your service will be considered terminated as of the date you cease active service with the Company or any of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you provide services or the terms of your employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement or determined by the Company in its sole discretion, your right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., your period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you provide services or the terms of your employment or service agreement, if any). The Company shall have the exclusive discretion to determine when you have ceased active service for purposes of your RSU grant (including whether you may still be considered to be providing services while on a leave of absence).

5. **Dividend Equivalent Units.** If, after the Date of Grant and prior to the date on which the RSUs are settled, both a record date and payment date with respect to a cash dividend or cash distribution (other than a special or extraordinary dividend, including any dividend not paid as a regular quarterly dividend) on the Shares occurs, then, on the date on which such dividend is paid to Company shareholders, you shall be credited with "dividend equivalents" in an amount equal to the dividends that would have not been paid to you if you owned a number of Shares equal to the number of outstanding RSUs hereunder as of such record date. The dividend equivalents will be deemed to be reinvested in additional RSUs (determined by dividing the cash dividends paid by the Fair Market Value of a Share on the dividend

payment date) which will be subject to the same terms and conditions, and shall vest and be settled or be forfeited (if applicable) at the same time, as the RSUs to which they are attributable.

## 6. Change of Control.

**6.1 Assumption or Replacement.** Upon a Change of Control, to the extent the purchaser, successor or surviving entity (or parent thereof) (the "Survivor") so agrees, then, without your consent (or the consent of any other person with rights in this Award Agreement), the RSUs shall be continued, or assumed or replaced with the same type of award with similar terms and conditions, by the Survivor (such continued, assumed or replacement award, the "Replacement Award"), except that:

(a) Each Replacement Award shall be appropriately adjusted, immediately after such Change of Control, to apply to the number and class of securities that would have been issuable to you upon the consummation of such Change of Control had the RSUs been vested immediately prior to such Change of Control, and such other appropriate adjustments in the terms and conditions of the RSUs to preserve their value shall be made.

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(b) If the securities to which any Replacement Award relates are not listed and traded on a national securities exchange, then (1) you shall be provided the election, upon exercise or settlement of the Replacement Award, to receive, in lieu of the issuance of such securities, cash in an amount equal to the fair value of the securities that would have otherwise been issued and (2) for purposes of determining such fair value, no reduction shall cease, and be taken to reflect a discount for lack of marketability, minority interest or any similar consideration.

(c) Each Replacement Award shall provide that, if you experience a "Change of Control Termination" (as defined below), then such Replacement Award shall vest in full or be deemed earned in full (assuming any applicable performance goals were met at target) effective on the date of such termination. In the event of any other termination of employment or service within two years after a Change of Control that is not a Change of Control Termination, the terms of Section 4 of this Award Agreement shall apply to the Replacement Award. A "Change of Control Termination" means a termination of your employment or service within two years following the Change of Control as a result of any of the following: (A) the Survivor terminates your employment or service without Cause, (B) your employment or service terminates by reason of your death or disability, or (C) you terminate your employment or service for "good reason" but only if, as of immediately prior to the Change of Control, you have in effect an employment, retention, change of control, or award agreement that contemplates termination of your employment or service by you for "good reason."

**6.2 No Assumption or Replacement.** To the extent the Survivor does not assume the RSUs or issue replacement awards as provided in Section 6.1 (including, for the avoidance of doubt, by reason of your termination of employment or service in connection with the Change of Control), then:

(a) To the extent you have an employment, retention, change of control, severance or similar agreement with the Company may require or any Affiliate then in effect that provides for more favorable treatment to you than the Executive provisions of this Section 6.2, such agreement shall control.

(b) In all other cases, unless provided otherwise by the Administrator prior to ~~repay~~the Change of Control, in the event of a Change of Control, if you are employed by or in the service of the Company or an Affiliate at such time, then the RSUs shall become immediately and fully vested.

7. **Tax Withholding.** You acknowledge that, regardless of any action taken by the Company or, if different, the Affiliate that employs you (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you or deemed by the Company or the Employer in their discretion to be an appropriate charge to you even if legally applicable to the Company ~~any payments~~ or the Employer ("Tax-Related Items"), is and ~~benefits received pursuant to Section 9~~ during ~~remains~~ your responsibility and may exceed the period that Employee violated the provisions of Section 14.

(ii) The Company's rights under this clause (ii) shall only apply to the provisions of Section 14(a)(i) and (ii) and Section 14(b). If the Executive violates such provisions, then ~~amount actually withheld by~~ the Company ~~may~~, but shall not be required to, seek injunctive relief ~~for~~ the Employer, if any. You further acknowledge that the Company and/or ~~any other~~ remedy allowed at law, in equity, ~~the~~ Employer (a) make no representations or ~~under this~~ Agreement. Any injunctive relief sought shall be in addition to and not in limitation ~~undertakings~~ regarding the treatment of any ~~monetary relief or other~~ remedies or rights at law, ~~Tax-Related Items~~ in equity, or ~~under this~~ Agreement. connection with any aspect of the RSUs, including, but not

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15. **Expenses and Interest.** If, after a Change in Control limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or dividend equivalents; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction between the date of grant and the date of any relevant taxable or tax withholding event, as applicable, you acknowledge that the Company (a) a dispute arises with respect ~~and/or~~ the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the ~~enforcement~~ relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the ~~Executive's rights under~~ following: (i) withholding from your wages or other cash compensation paid to you by the Company and/or the Employer; (ii) withholding from the proceeds of the sale of Shares acquired upon vesting of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this ~~Agreement~~ authorization without further consent); (iii) withholding from the Shares to be delivered upon settlement of the RSUs that number of Shares having a Fair Market Value equal to the amount required by law to be withheld; or (b) any legal (iv) permitting you to tender back to the Company a number of Shares delivered upon settlement of the RSUs or arbitration proceeding Shares previously owned by you having a Fair Market Value equal to the amount required by law to be withheld. For purposes of the foregoing, no fractional Share will be withheld or issued pursuant to the grant of the RSUs and the issuance of Shares hereunder. Notwithstanding the foregoing, if you are a Section 16 Participant, your withholding obligations shall be brought to enforce or interpret any provision contained herein or to recover damages satisfied as described

in clause (iii) above, unless the Committee approves another form of payment for breach hereof, in either case so long as such Tax-Related Items.

Depending on the Executive is not acting in bad faith, then withholding method, the Company shall reimburse may withhold or account for Tax-Related Items by considering applicable statutory withholding rates (as determined by the Executive Company in good faith and in its sole discretion) or other applicable withholding rates, including maximum applicable rates, in which case you will receive a refund of any over-withheld amount from the relevant taxing authority in cash and will have no entitlement to the share equivalent. If the obligation for Tax-Related Items is satisfied by withholding from the Shares to be delivered upon vesting of the RSUs, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items.

You agree to pay to the Company or the Employer any reasonable attorneys' fees and necessary costs and disbursements incurred amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the dispute, legal or arbitration proceeding ("Expenses"), and prejudgment interest on any money judgment or arbitration award obtained Plan that cannot be satisfied by the Executive calculated at the rate of interest announced by U.S. Bank National Association, Minneapolis, Minnesota, from time means previously described. The Company may refuse to time at its prime issue or base lending rate deliver Shares or proceeds from the date that payments sale of Shares until arrangements satisfactory to him or her should the Administrator have been made under this Agreement. Within ten days after in connection with the Executive's written request therefore (but in Tax-Related Items. You will have no event later than the end of the calendar year following the calendar year in which such Expense is incurred), the Company shall reimburse the Executive, or such other person or entity as the Executive may designate in writing to the Company, the Executive's reasonable Expenses.

**16. Payment Obligations Absolute.** The Company's obligation during and after the Employment Period to pay the Executive the amounts and to make the benefit and other arrangements provided herein shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any setoff, counterclaim, recoupment, defense or other right which the Company may have against him or her or anyone else. Except as provided in Section 15, all amounts payable by the Company hereunder shall be paid without notice or demand. Each and every payment made hereunder by the Company shall be final, and the Company will not seek to recover all or any part of such payment from the Executive, or from whomsoever may be entitled thereto, for any reason whatsoever.

**17. Successors.**

(a) If the Company sells, assigns or transfers all or substantially all of its business and assets to any Person or if the Company merges into or consolidates or otherwise combines (where the Company does not survive such combination) with any Person (any such event, a "Sale of Business"), then the Company shall assign all of its right, title and interest in this Agreement as of the date of such event to such Person, and the Company shall cause such Person, by written agreement in form and substance reasonably satisfactory to the Executive, to expressly assume and agree to perform from and after the date of such assignment all of the terms, conditions and provisions imposed by this Agreement upon the Company. Failure of the Company to obtain such written agreement prior to the effective date of such Sale of Business shall be a breach of this Agreement constituting "Good Reason" hereunder, except that for purposes of implementing the foregoing the date upon which such Sale of Business becomes effective shall be deemed the Termination Date. In case of such assignment by the Company and of assumption and agreement by such Person, as used in this Agreement, "Company" shall thereafter mean such Person which executes and delivers the agreement provided for in this Section 17 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law, and this Agreement shall inure to the benefit of, and be enforceable by, such Person. The Executive shall, in his or her discretion, be entitled to proceed against any or all of such Persons, any Person which theretofore was such a successor to the Company and the Company (as so defined) in any action to enforce any further rights of the Executive hereunder. Except as provided in this Section 17(a), this Agreement shall not be assignable by the Company. This Agreement shall not be terminated by the voluntary or involuntary dissolution of the Company.

(b) This Agreement and all rights of the Executive shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, heirs and beneficiaries. All amounts payable to the Executive under Sections 3, 7, 8, 9, 10, 11, 12 and 15 if the Executive had lived shall be paid, in the event of the Executive's death, to the Executive's estate, heirs and representatives; *provided, however, that the foregoing shall not be*

construed to modify any terms of any benefit plan of the Employer, as such terms are in effect on the date of the Change in Control of the Company, that expressly govern benefits under such plan in the event of the Executive's death.

18. Severability. The provisions of this Agreement shall be regarded as divisible, and if any of said provisions or any part hereof are declared invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of such provisions or parts hereof and the applicability thereof shall not be affected thereby.

19. Contents of Agreement; Waiver of Rights; Amendment. This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and shall supersede in all respects, and the Executive hereby waives all rights under, any prior or other agreement or understanding between the parties with respect to such subject matter, including, but not limited to any Key Executive Employment and Severance Agreement between the Company and the Executive entered into prior to the date hereof. This Agreement may not be amended or modified at any time except by written instrument executed by the Company and the Executive.

20. Withholding. The Company shall be entitled to withhold from amounts to be paid to the Executive hereunder any federal, state or local withholding or other taxes or charges which it is from time to time required to withhold; *provided, that the amount so withheld shall not exceed the minimum amount required to be withheld by law.* In addition, if prior to the date of payment of the Termination Payment hereunder, the Federal Insurance Contributions Act (FICA) tax imposed under Sections 3101, 3121(a) and 3121(v)(2), where applicable, becomes due with respect to any payment or benefit to be provided hereunder, the Employer may provide for an immediate payment of the amount needed to pay the Executive's portion of such tax (plus an amount equal to the taxes Shares that will be due on such amount) and the Executive's Termination Payment shall be reduced accordingly. The Employer shall be entitled to rely on an opinion of the National Tax Counsel if any question as to the amount or requirement of any such withholding shall arise.

21. Certain Rules of Construction. No party shall be considered as being responsible for the drafting of this Agreement for the purpose of applying any rule construing ambiguities against the drafter or otherwise. No draft of this Agreement shall be taken into account in construing this Agreement. Any provision of this Agreement which requires an agreement in writing shall be deemed to require that the writing in question be signed and retained by the Executive and an authorized representative of the Company pursuant to this provision.

22. Governing Law; Resolution of Disputes. This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), to the extent applicable, and otherwise in accordance with the laws of the State of Minnesota, without reference to the conflict of law principles thereof. Subject to Section 23, any dispute arising out of this Agreement shall, at the Executive's election, be determined by arbitration under the rules of the American Arbitration Association then in effect (in which case both parties shall be bound by the arbitration award) or by litigation. Whether the dispute is to be settled by arbitration or litigation, the venue for the arbitration or litigation shall be

Minneapolis, Minnesota or, at the Executive's election, if the Executive is not then residing or working in the Minneapolis, Minnesota metropolitan area, in the judicial district encompassing the city in which the Executive resides; *provided, that*, if the Executive is not then residing in the United States, the election of the Executive with respect to such venue shall be either Minneapolis, Minnesota or in the judicial district encompassing that city in the United States among the thirty cities having the largest population (as determined by the most recent United States Census data available at the Termination Date) which is closest to the Executive's residence. The parties consent to personal jurisdiction in each trial court in the selected venue having subject matter jurisdiction notwithstanding their residence or situs, and each party irrevocably consents to service of process in the manner provided hereunder for the giving of notices.

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**23.8. ERISA Provisions Recoupment.** The severance benefits described in Section 9 RSUs (and any compensation paid or Shares issued under the RSUs) are benefits subject to ERISA, and the claims and appeals procedures described in DOL Regulations Section 2560.503-1 (the "Claims and Appeals Procedures") are incorporated herein by reference. Accordingly, if the Executive believes that Executive is entitled to severance benefits that were not provided, the Executive must file a written claim with the Company (pursuant to Section 25 hereof) for such benefits, and the Company shall respond recoupment in accordance with the Claims Dodd-Frank Wall Street Reform and Appeals Procedures. If Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company denies and any compensation recovery policy or practice otherwise required by applicable law. The Company shall have the Executive's claim, in whole or part, then right to offset against any other amounts due from the Executive may file Company to you the amount owed by you hereunder.

**9. Confidentiality, Non-Competition, Non-Solicitation and Non-Disparagement.** As a written appeal within sixty (60) days of condition to the receipt of the claim denial, RSUs, you expressly agree to the terms and conditions in the Confidentiality, Non-Competition, Non-Solicitation and Non-Disparagement Agreement attached hereto as Exhibit A. Except as otherwise provided in Exhibit A, any violation of the terms and conditions of Exhibit A will result in a rescission of the RSUs made under this Award Agreement and a forfeiture of rights you have with respect thereto, in addition to any remedies available to the Company under Section 5 of Exhibit A.

**10. Securities Law Compliance.** The grant of the RSUs and the Company will respond issuance of Shares are subject to all applicable laws, rules and regulations and to such appeal approvals by any governmental agencies or securities exchange as may be required. Notwithstanding any provision of this Award Agreement or the Plan, the Company has no liability to deliver any Shares under the Plan or make any payment unless such delivery or payment would comply with all laws and the applicable requirements of any governmental agency, securities exchange or similar entity, and unless and until you have taken all actions required by the Company in connection with the RSUs. The Company may impose such restrictions on any Shares issued under the Plan as the Company determines necessary or desirable to comply with all applicable laws, rules and regulations or requirements.

**11. Transferability.** The RSUs shall not be transferable in any manner (including without limitation, sale, alienation, anticipation, pledge, encumbrance, or assignment) other than transfer by will or by the laws of descent and distribution, unless otherwise determined by the Committee in accordance with the Claims and Appeals Procedures. If terms of the Company denies Plan. All rights with respect to the Executive's appeal, in whole RSUs shall be exercisable during your

lifetime only by you or part, then the Executive may initiate arbitration your guardian or litigation, as described in Section 22, legal representative or permitted transferee.

24.12. **Additional Section 409A Provisions Shareholder Rights.** (a) If, after the date You shall not have any voting rights or any other rights and privileges of a Change in Control shareholder of the Company unless and until Shares (if any) are issued upon settlement of the RSUs. Prior to actual payment of any payment amount RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

13. **Insider Trading and/or Market Abuse.** By participating in the Plan, you agree to comply with the Company's policy on insider trading (to the extent that it is applicable to you). You further acknowledge that, depending on your or your broker's country of residence or where the Shares are listed, you may be subject to insider trading restrictions and/or market abuse laws which may affect your ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., RSUs) or rights linked to the value of Shares, during such times you are considered to have "inside information" regarding the Company as defined by the laws or regulations in your country. Local insider trading

laws and regulations may prohibit the cancellation or amendment of orders you place before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any benefit third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You understand that third parties include fellow employees. Any restriction under this Agreement these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is required to be included in the Executive's income prior to the date such amount is actually paid or the benefit provided as a result of the failure of this Agreement (or any other arrangement that is required to be aggregated with this Agreement under Code Section 409A) your responsibility to comply with any applicable restrictions, and that you should therefore consult your personal advisor on this matter.

14. **Code Section 409A then the Executive shall receive a distribution, in a lump sum, within 90 days after the date.** For U.S. taxpayers, it is finally determined the intent that the Agreement (or such other arrangement that is required to be aggregated with RSUs as set forth in this Agreement) fails to meet the requirements of Section 409A of the Code; such distribution shall equal the amount required to be included in the Executive's income as a result of such failure and shall reduce the amount of payments or benefits otherwise due hereunder.

(a) The Company and the Executive intend the terms of this Agreement to be in compliance with Section 409A of the Code. The Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit, including but not limited to consequences related to Section 409A of the Code. To the maximum extent permissible, any ambiguous terms of this Award Agreement shall be interpreted in a manner that avoids a violation of Section 409A of the Code.

(b) If the Executive believes he qualify for exemption from or she is entitled to a payment or benefit pursuant to the terms of this Agreement that was not timely paid or provided, and such payment or benefit is considered deferred compensation subject to comply with the requirements of Section 409A of the Code, and any ambiguities herein will be interpreted to so qualify or comply. Notwithstanding the Executive acknowledges foregoing, if it is determined that the RSUs fail to avoid an additional tax on such payment or benefit pursuant to satisfy the provisions of Section 409A requirements of the Code, the Executive must make a reasonable, good faith effort short-term deferral period exemption and are otherwise deferred compensation subject to collect such

payment or benefit no later than 90 days after the latest date upon which the payment could have been timely made or benefit timely provided without violating Section 409A of the Code, and if you are a "specified employee" as of the date of your "separation from service" (as those terms are defined in the Plan or Section 409A of the Code), then the issuance of any Shares that would otherwise be made upon the date of your separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of your separation from service, but only if such delay in the issuance of the Shares is necessary to avoid the imposition of additional taxation on you in respect of the Shares under Section 409A of the Code. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Award Agreement as may be necessary to ensure that all payments provided for under this Award Agreement are made in a manner that qualifies for exemption from or complies with Section 409A of the Code; provided, however, that the Company makes no representation that the grant, vesting, or settlement of RSUs provided for under this Award Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to the grant, vesting or settlement of RSUs provided for under this Award Agreement. The Company will have no liability to you or any other party if the RSUs, the delivery of Shares upon settlement of the RSUs or other payment hereunder that is intended to be exempt from, or compliant with, Section 409A of the Code, is not so exempt or compliant or for any action taken by the Company with respect thereto.

**15. Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company. You also agree that all online acknowledgements shall have the same force and effect as a written signature.

**16. Nature of Grant.** In accepting the RSUs, you acknowledge and agree that:

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(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company, in its sole discretion, at any time (subject to any limitations set forth in the Plan);

(b) the Plan is operated by and the RSUs are granted solely by the Company and only the Company is a party to this Award Agreement; accordingly, any rights you may have under this Award Agreement may be raised only against the Company but not any Affiliate (including, but not limited to, your Employer);

(c) no Affiliate (including, but not limited to, your Employer) has any obligation to make any payment of any kind to you under this Agreement;

(d) the grant of RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs or other awards have been granted in the past;

(e) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(f) your participation in the Plan is voluntary;

(g) the RSUs and your participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company or any of its Affiliates and shall not interfere with the ability of the Company, any of its Affiliates or the Employer, as applicable, to terminate your employment or service relationship (as otherwise may be permitted under local law);

(h) the RSUs and the Shares, and the income and value of the same are not intended to replace any pension rights or compensation;

(i) the RSUs and any Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Affiliate;

(j) the future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty;

(k) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of your service (for any reason whatsoever and whether or not in breach of local labor laws or later found invalid), or from the application of any clawback or recoupment policy adopted by the Company or imposed by applicable law, and in consideration of the grant of the RSUs to which you are otherwise not entitled, you irrevocably agree never to institute any claim against the Company, any of its Affiliates, or the Employer, waive your ability, if any, to bring any

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such claim, and release the Company, its Affiliates and the Employer, from any such claim;

(l) the RSUs and the benefits evidenced by this Award Agreement do not create any entitlement not otherwise specifically provided for in the Plan or provided ~~must~~ by the Company in its discretion, to have the RSUs or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(m) if you are employed or providing services outside of the United States, neither the Company nor any of its Affiliates shall be liable for any foreign exchange rate fluctuation between your local currency and the U.S. dollar that may affect the value of the RSUs or any amounts due to you pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement of the RSUs.

**17. Data Privacy.** You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Award Agreement, the Grant Notice and any other RSU grant materials by and among, as necessary and applicable, the Company or any of its Affiliates, for the exclusive purpose of

implementing, administering and managing your participation in the Plan. If there is a conflict between this Section 16 and the Company's existing policies and/or data protection charters, the terms of this Section 16 will prevail with respect to issues related to the RSUs and the Plan.

You understand that the Company and/or the Employer may hold certain personal information about you, including, but not limited to, your name, home address, email address and telephone number, date of birth, social security or insurance number, passport number or other identification number, salary, nationality, and any Shares or directorships held in the Company, and details of the RSUs or any other entitlement to Shares, canceled, exercised, vested, unvested or outstanding in your favor ("Data"), for the purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to Fidelity Stock Plan Services LLC and its affiliates or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. If you are employed outside the United States, you understand that you may request a list with the names and addresses of any potential recipients of Data by contacting your local human resources representative. You authorize the Company, Fidelity Stock Plan Services LLC and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. If you are employed outside the United States, you understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or

withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your service status and career will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you RSUs or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan.

For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

Finally, upon request of the Company or the Employer, you agree to provide an executed data privacy consent form to the Company and/or the Employer (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from you for the purpose of administering your participation in the Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the Plan if you fail to provide any such consent or agreement requested by the Company and/or the Employer.

18. Not a Public Offering. If you are a resident outside of the United States, the grant of the RSUs is not intended to be a public offering of securities in your country of residence (or country of service, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the RSUs is not subject to the supervision of the local securities authorities.

19. Language. If you are resident in a country where English is not an official language, you acknowledge and agree that it is your express intent that this Award Agreement and the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the RSUs be drawn up in English. If you have received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

20. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

21. Repatriation; Compliance with Law. If you are resident or provide services outside the United States, you agree to repatriate all payments attributable to Shares and/or cash acquired under the Plan in accordance with applicable foreign exchange rules and regulations in your country of residence (and country of service, if different). In addition, you agree to take further enforcement measures within 180 any and all actions, and consent to any and all actions taken by the Company and its Affiliates, as may be required to allow the Company and its Affiliates to comply with local laws, rules and/or regulations in your country of residence (and country of service, if different). Finally, you agree to take any and all actions as may be

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required to comply with your personal obligations under local laws, rules and/or regulations in your country of residence and country of service, if different).

22. Addendum. Notwithstanding any provisions in this Award Agreement, the RSUs shall be subject to any special terms and conditions set forth in the Addendum to this Award Agreement, as set forth in Exhibit B. Moreover, if you transfer to one of the countries included in such Addendum, the special terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable to comply with local law or facilitate the administration of the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer). The Addendum constitutes part of this Award Agreement.

23. Imposition of Other Requirements. The Company reserves the right to impose other requirements on your participation in the Plan, on the RSUs, and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

24. **Notices.** Any notices provided for in the Grant Notice, this Award Agreement or the Plan shall be given in writing (including electronically) and shall be deemed effectively given upon receipt or, in the case of notices delivered via post by the Company to you, five (5) days after **such latest date.** deposit in the mail, postage prepaid, addressed to you at the last address you provided to the Company.

25. **Notice Governing Plan Document.** Notices given **The RSUs are subject to the Grant Notice, this Award Agreement and all the provisions of the Plan, the provisions of which are hereby made a part of this Award Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan.** In the event of any conflict between the provisions of the Grant Notice, this Award Agreement and those of the Plan, the provisions of the Plan shall control. By accepting the RSUs, you confirm that you have read and understood the Award Agreement, the Plan, the Plan prospectus and related information provided to you and that you accept the terms of those documents accordingly.

26. **Administrator Authority.** You expressly understand that the Administrator is authorized to administer, construe, and make all determinations necessary or appropriate for the administration of the Award Agreement and the Plan, and that any interpretation or determination made by the Administrator under the Award Agreement or the Plan, will be final, binding and conclusive.

27. **Governing Law and Venue.** The RSUs and the provisions of this Award Agreement are governed by, and subject to, the laws of the state of Minnesota, U.S.A. without regard to the conflict of law provisions. For purposes of any action, lawsuit or other proceedings brought to enforce this Award Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the United States

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District Court for the District of Minnesota or any of the courts of the state of Minnesota, U.S.A.

28. **Severability.** If any provision of this Award Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Award Agreement shall be **in writing** deemed valid and **except as otherwise provided by** enforceable to the full extent possible.

29. **Section 13(d) Waiver,** shall be deemed given when actually received. The waiver by the **Executive** Company with respect to your (or any other Participant's) compliance of any provision of this Award Agreement shall not operate or **actually received** be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by the Company's Secretary or any officer such party of a provision of this Award Agreement.

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## EXHIBIT A

### NVENT ELECTRIC PLC CONFIDENTIALITY, NON-COMPETITION, NON-SOLICITATION AND NON-DISPARAGEMENT AGREEMENT

As a result of your intimate familiarity with proprietary and confidential information of the Company or an Affiliate, in consideration of the grant of this award, you agree to the restrictions set forth below. Except as provided in Exhibit A-1 attached hereto, any violation of these provisions will result in a rescission of the RSUs made under the Award Agreement and a forfeiture of any rights you have with respect thereto, as well as the remedies that are described in Section 5 hereof. You are advised to consult with your personal attorney prior to agreeing to the provisions of this Exhibit A.

1. **Confidentiality.** You agree that you will treat during employment and thereafter, as private and privileged, any information, data, figures, projections, estimates, marketing plans, customer lists, lists of contract workers, tax records, personnel records, accounting procedures, formulas, contracts, business partners, alliances, ventures and all other than confidential information you acquire while working for the Executive. If mailed, Company or any of its Affiliates. You agree that you will not release any such notices information to any person, firm, corporation or other entity at any time, except as may be required by law, or as agreed to in writing by the Company. You acknowledge that any violation of this non-disclosure provision shall entitle the Company to appropriate injunctive relief and to any damages which it may sustain due to the improper disclosure. However, you shall not be held in breach of this provision if you disclose confidential information to a federal, state or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law.

To the extent required by applicable state law, upon your termination of employment, your confidentiality obligation shall be mailed limited to a period of 12 months (24 months, if you are a Section 16 Participant at the time of your termination of employment); provided that your confidentiality obligations with respect to the trade secrets of the Company or any of its Affiliates shall remain in effect for so long as the trade secrets constitute trade secrets under the applicable law.

2. **Non-Solicitation.** You agree that, for a 12 month period (24 month period, if you are a Section 16 Participant at the time of your termination) following your termination (voluntary or involuntary) from the Company or any of its Affiliates, you will not, for yourself or any third party, directly or indirectly, (a) solicit competitive business from any customer of the Company or its Affiliates with whom you had direct contact or about whom you had access to confidential information, or (b) solicit any employee of the Company or its Affiliates for whom you had direct or indirect managerial or supervisory responsibilities or about whom you obtained confidential information during the 12 months preceding your termination date (a "Covered Employee") for the purpose of hiring such person or otherwise entice, induce or encourage, directly or indirectly, any such Covered Employee to leave their employment.

You agree that engaging in any of the following activities will be a violation of the above paragraph: (1) soliciting for a hire or soliciting for retainer as an independent consultant or as

contingent worker any Covered Employee; (2) participating in the recruitment of any Covered Employee; (3) serving as a reference for a Covered Employee; (4) offering an opinion regarding the candidacy of a Covered Employee as a potential employee, independent consultant or contingent worker; (5) assisting or encouraging any third party to pursue a Covered Employee for potential employment, independent consulting or contingent worker opportunities; or (6) assisting or encouraging any Covered Employee to leave their current position in order to be an employee, independent consultant or contingent worker for a third party.

3. **Non-Competition.** You agree that, for a 12 month period (24 month period, if you are a Section 16 Participant at the time of your termination following your termination (voluntary or involuntary) from the Company or its Affiliates, you will not, for yourself or for any third party, directly or indirectly, in whole or in part, provide services, whether as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, shareholder, officer, volunteer, intern, or any other similar capacity, to a Competitor. Notwithstanding the prior sentence, you are not prohibited from providing services to a Competitor if: (i) the duties and services provided by United States registered you to the Competitor are not, in whole or certified mail, return receipt requested, addressee only, postage prepaid, if in part, substantially similar to the duties and services you provided to the Company to nVent Electric plc, Attention: Secretary (or Chief Executive Officer, if for its Affiliates; and (ii) the Executive is then Secretary), 1665 Utica Avenue, St Louis Park, Minnesota 55416, or if duties and services provided by you to the Executive, at Competitor are not reasonably likely to cause you to reveal trade secrets, know-how, customer lists, customer contracts, customer needs, business strategies, marketing strategies, product development, proprietary information and confidential information concerning the address set forth below business of the Executive's signature to Company or its Affiliates. Nothing in this Award Agreement prohibits you from purchasing or to such other address owning less than five percent (5%) of the publicly traded securities of any corporation, provided that your ownership represents a passive investment and that you are not a controlling person of, or a member of a group that controls, the corporation. For purposes hereof:

(i) "Competitor" means any business operating within the Restricted Territory (as defined below) which competes in the same industry(ies) as those in which you worked during your final twenty-four (24) months of employment (or your entire period of employment, if less than twenty-four (24) months) with the party to be notified shall have theretofore given Company or an Affiliate (the "Business") and which (A) offers products and services within the Restricted Territory that are comparable to the other party in writing.

26. **No Waiver.** No waiver by either party at any time of any breach products and services offered by the other party Business, or which the Company or an Affiliate took material steps to offer during your final twenty-four (24) month period of employment with the Company or compliance an Affiliate, and whose primary customer and product focus, scope and method of delivery is competitive with any condition or provision substantially similar to that of this Agreement the Business or (B) offers products and services within the Restricted Territory that are comparable to be performed the products and services offered by the other party shall be deemed a waiver Business to any customer or prospective customer of similar the Company or dissimilar provisions an Affiliate with which you were involved or conditions at about which you had or were provided access to Confidential Information during the same time twelve (12) month period preceding your date of termination.

(ii) "Restricted Territory" means each country in the world in which the Company or any prior an Affiliate conducted the Business or subsequent time. had taken material steps to begin conducting the Business, in each case within the twenty-four (24) month period preceding your termination date.

27.4. **Headings Non-Disparagement.** The headings herein contained are for reference only. You agree that you will not make disparaging remarks of any sort or otherwise communicate any disparaging comments to any other person or entity, about the Company and any of its divisions, subsidiaries, predecessors and successors, and any affiliated entities and persons, and all of their respective past and present employees, agents, insurers, officials, officers and directors. However, you shall not affect be held in breach of this provision if you disclose confidential information to a federal, state or local government official, either directly or indirectly, or to an attorney, solely for the meaning purpose of reporting or interpretation investigating a suspected violation of law.

5. **Effect of Breach.** By accepting the RSUs, you agree that in light of the award conferred to you under this Award Agreement, the narrow and restrictive covenants imposed above are reasonable and will not result in any hardship to you. Further, you acknowledge and agree that a breach of any provision obligation under this Award Agreement will result in irreparable injury to the Company and that such harm may not be compensable entirely with monetary damages. The Company reserves all rights to seek any and all remedies and damages permitted under law, including, but not limited to, injunctive relief, equitable relief and compensatory damages. In connection with any suit at law or in equity under this Award Agreement, the Company shall be entitled to an accounting, and to the repayment of all profits, compensation, commissions, fees, or other remuneration which you or any other entity or person has either directly or indirectly realized on its behalf or on behalf of another and/or may realize, as a result of, growing out of, or in connection with the violation which is the subject of the suit. Further, in the event of your breach of the above sections, you shall disgorge the value of all payments and benefits conferred to you by virtue of this Award Agreement, including, but not limited to, the cash or Shares awarded. In addition to the foregoing, the Company shall be entitled to collect from you any reasonable attorney's fees and costs occurred in bringing any action against you or otherwise to enforce the terms of this Award Agreement.

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**IN WITNESS WHEREOF, Exhibit A -1 to the parties have executed this Confidentiality, Non-Competition, Non-Solicitation And Non-Disparagement Agreement as of the day and year first above written.**

[STATE-SPECIFIC TERMS AND CONDITIONS]

**EXHIBIT B**

**ADDENDUM TO NVENT ELECTRIC PLC 2018 OMNIBUS PLAN**

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

**[COUNTRY-SPECIFIC TERMS AND CONDITIONS]**

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Exhibit 10.24

**NVENT ELECTRIC PLC**

By: \_\_\_\_\_  
2018 OMNIBUS INCENTIVE PLAN

**Its: PERFORMANCE STOCK UNIT AWARD AGREEMENT**

Pursuant to the notice of grant (the "Grant Notice") and this Performance Stock Unit Award Agreement, including any country-specific terms in the applicable addendum hereto (the "Addendum") (together, this "Award Agreement"), nVent Electric plc (the "Company") has granted to you Performance Stock Units ("PSUs") with respect to the number of ordinary shares of the Company ("Shares") specified in the Grant Notice. Capitalized terms not defined in this Award Agreement but defined in the nVent Electric plc 2018 Omnibus Incentive Plan, as may be amended or restated from time to time (the "Plan") shall have the same definitions as in the Plan. Unless you decline this Award Agreement within 90 days, you agree to be bound by all of the provisions contained in this Award Agreement and the Plan.

- 1. Vesting.** Except as otherwise provided in the Plan or this Award Agreement, the PSUs will vest as provided in the Grant Notice.<sup>1</sup>
- 2. Settlement of PSUs.** The Company shall deliver to you a whole number of Shares equal to the number of PSUs (if any) that vest pursuant to this Award Agreement, subject to withholding of any Tax-Related Items (as defined in Section 7 below). Such delivery shall take place (i) as soon as practicable following the date the Committee certifies the achievement of the performance goal(s) described in the Grant Notice (or other communication to you), if applicable, but in no event more than 75 days after the end of the performance period, or (ii) within 30 days after the vesting date if such certification is not necessary.

Notwithstanding the foregoing, if you are resident or provide services outside of the United States, the Company, in its sole discretion, may provide for the settlement of the PSUs in the form of:

(a) a cash payment in an amount equal to the Fair Market Value of the Shares as of the vesting date that correspond to the number of vested PSUs, to the extent that settlement in Shares (i) is prohibited under local law, (ii) would require you, the Company or any of its Affiliates to obtain the approval of any governmental or regulatory body in your country of residence (or country of employment, if different), (iii) would result in adverse tax consequences for you, the Company or any of its Affiliates or (iv) is administratively burdensome; or

<sup>1</sup>The PSUs will vest based upon the achievement of performance goals selected by the Administrator, which may relate to one or more of the following with respect to the Company or any of its affiliates or any one or more divisions or business units of the Company or any affiliate: net income; income from continuing operations; stockholder return; total stockholder return; stock price; fair market value; earnings per share (including diluted earnings per share); net operating profit (including after tax); revenue growth; sales growth (including organic sales growth); return on equity; return on investment; return on invested capital (including after-tax); earnings before interest, taxes, depreciation and amortization; operating income; operating margin; market share; return on sales; asset reduction; cost reduction; working capital turns; cash flow (including free cash flow); and new product releases

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(b) Shares, but require you to sell such Shares immediately or within a specified period following your termination of service (in which case, you hereby agree that the Company shall have the authority to issue sale instructions in relation to such Shares on your behalf).

3. **No Fractional Shares.** Only whole Shares will be issuable pursuant to the PSUs; any fractional Share otherwise issuable under the PSUs will be rounded up to the nearest whole Share.
4. **Effect of Termination of Service.** Unless otherwise provided in the Grant Notice or the Plan, in the event of termination of your service with the Company or any of its Affiliates for any reason (whether voluntarily or involuntarily), all your unvested PSUs will be cancelled and forfeited. Exceptions are made for termination of service due to death, Retirement, Disability or a Covered Termination, as follows:
  - (a) If you are a Board-appointed officer either at the beginning of the performance period (or date of grant of this award, if later) or at the date of your termination, then the terms of the Plan apply to your PSUs.
  - (b) If you are not a Board-appointed officer as described above, then:
    - (i) If your termination is due to death or Disability, then the PSUs will be considered vested as if the target performance goals had been met as of the date of such termination; or
    - (ii) If your termination is due to Retirement or a Covered Termination, then the PSUs will be considered vested as if the target performance goals had been met as of the date of such termination, but pro-rated based on the portion of the performance period during which you were employed.

For purposes of the PSUs, your service will be considered terminated as of the date you cease active service with the Company or any of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you provide services or the terms of your employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement or determined by the Company in its sole discretion, your right to vest in the PSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., your period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you provide services or the terms of your employment or service agreement, if any). The Company shall have the exclusive discretion to determine when you have ceased active service for purposes of your PSU grant (including whether you may still be considered to be providing services while on a leave of absence).

5. **Dividend Reinvestment.** If, after the Date of Grant and prior to the date on which the PSUs are settled, both a record date and payment date with respect to a cash dividend or cash distribution (other than a special or extraordinary dividend, including any dividend not paid as a regular quarterly dividend) on the Shares occurs, then, on the date on which

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such dividend is paid to Company shareholders, you shall be credited with "dividend equivalents" in an amount equal to the dividends that would have been paid to you if you owned a number of Shares equal to the number of outstanding PSUs hereunder as of such record date. The dividend equivalents will be deemed to be reinvested in additional PSUs (determined by dividing the cash dividends paid by the Fair Market Value of a Share on the dividend payment date) which will be subject to the same terms and conditions, and shall vest and be settled or be forfeited (if applicable) at the same time, as the PSUs to which they are attributable.

6. **Change of Control.**

**6.1 Assumption or Replacement.** Upon a Change of Control, to the extent the purchaser, successor or surviving entity (or parent thereof) (the "Survivor") so agrees, then, without your consent (or the consent of any other person with rights in this Award Agreement), the PSUs shall be continued, or assumed or replaced with the same type of award with similar terms and conditions, by the Survivor (such continued, assumed or replacement award, the "Replacement Award"), except that:

- (a) Each Replacement Award shall be appropriately adjusted, immediately after such Change of Control, to apply to the number and class of securities that would have been issuable to you upon the consummation of such Change of Control had the PSUs been vested and earned immediately prior to such Change of Control, and such other appropriate adjustments in the terms and conditions of the PSUs to preserve their value shall be made.
- (b) If the securities to which any Replacement Award relates are not listed and traded on a national securities exchange, then (1) you shall be provided the election, upon exercise or settlement of the Replacement Award, to receive, in lieu of the issuance of such securities, cash in an amount equal to the fair value of the securities that would have otherwise been issued and (2) for purposes of determining such fair value, no reduction shall be taken to reflect a discount for lack of marketability, minority interest or any similar consideration.

(c) Each Replacement Award shall provide that, if you experience a "Change of Control Termination" (as defined below), then such Replacement Award shall vest in full or be deemed earned in full (assuming any applicable performance goals were met at target) effective on the date of such termination. In the event of any other termination of employment or service within two years after a Change of Control that is not a Change of Control Termination, the terms of Section 4 of this Award Agreement shall apply to the Replacement Award. A "Change of Control Termination" means a termination of your employment or service within two years following the Change of Control as a result of any of the following: (A) the Survivor terminates your employment or service without Cause, (B) your employment or service terminates by reason of your death or disability, or (C) you terminate your employment or service for "good reason" but only if, as of immediately prior to the Change of Control, you have in effect an employment, retention, change of control, or award agreement that contemplates termination of your employment or service by you for "good reason."

**6.2 No Assumption or Replacement.** To the extent the Survivor does not assume the PSUs or issue replacement awards as provided in Section 6.1 (including, for the avoidance of doubt, by reason of your termination of employment or service in connection with the Change of Control), then:

(a) To the extent you have an employment, retention, change of control, severance or similar agreement with the Company or any Affiliate then in effect that provides for more favorable treatment to you than the provisions of this Section 6.2, such agreement shall control.

(b) In all other cases, unless provided otherwise by the Administrator prior to the Change of Control, in the event of a Change of Control, if you are employed by or in the service of the Company or an Affiliate at such time, then (1) all PSUs that are earned but not yet settled shall be settled or paid out at their fair value based on the Change of Control price, and (2) all PSUs for which the performance period has not expired shall be cancelled in exchange for a cash payment equal to the fair value of such PSUs (based on the Change of Control price) if the performance goals (as measured at the time of the Change of Control) were to continue to be achieved at the same rate through the end of the performance period, or if higher, assuming the target performance goals (at 100% of the stated target level) had been met at the time of such Change of Control. The Administrator shall determine the per share Change of Control price paid or deemed paid in the Change of Control transaction in its discretion.

**7. Tax Withholding.** You acknowledge that, regardless of any action taken by the Company or, if different, the Affiliate that employs you (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you or deemed by the Company or the Employer in their discretion to be an appropriate charge to you even if legally applicable to the Company or the Employer ("Tax-Related Items"), is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. You further acknowledge that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs, including, but not limited to, the grant, vesting or settlement of the PSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or dividend equivalents; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PSUs to reduce or

eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction between the date of grant and the date of any relevant taxable or tax withholding event, as applicable, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from your wages or other cash

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compensation paid to you by the Company and/or the Employer; (ii) withholding from the proceeds of the sale of Shares acquired upon vesting of the PSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent); (iii) withholding from the Shares to be delivered upon settlement of the PSUs that number of Shares having a Fair Market Value equal to the amount required by law to be withheld; or (iv) permitting you to tender back to the Company a number of Shares delivered upon settlement of the PSUs or Shares previously owned by you having a Fair Market Value equal to the amount required by law to be withheld. For purposes of the foregoing, no fractional Share will be withheld or issued pursuant to the grant of the PSUs and the issuance of Shares hereunder. Notwithstanding the foregoing, if you are a Section 16 Participant, your withholding obligations shall be satisfied as described in clause (iii) above, unless the Committee approves another form of payment for such Tax-Related Items.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates (as determined by the Company in good faith and in its sole discretion) or other applicable withholding rates, including maximum applicable rates, in which case you will receive a refund of any over-withheld amount from the relevant taxing authority in cash and will have no entitlement to the share equivalent. If the obligation for Tax-Related Items is satisfied by withholding from the Shares to be delivered upon vesting of the PSUs, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested PSUs, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items.

You agree to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver Shares or proceeds from the sale of Shares until arrangements satisfactory to the Administrator have been made in connection with the Tax-Related Items. You will have no further rights with respect to any Shares that are retained by the Company pursuant to this provision.

8. **Recoupment.** The PSUs (and any compensation paid or Shares issued under the PSUs) are subject to recoupment in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy or practice otherwise required by applicable law. The Company shall have the right to offset against any other amounts due from the Company to you the amount owed by you hereunder.

9. **Confidentiality, Non-Competition, Non-Solicitation and Non-Disparagement**. As a condition to the receipt of the PSUs, you expressly agree to the terms and conditions in the Confidentiality, Non-Competition, Non-Solicitation and Non-Disparagement Agreement attached hereto as Exhibit A. Except as otherwise provided in Exhibit A, any violation of the terms and conditions of Exhibit A will result in a rescission of the PSUs made under this Award Agreement and a forfeiture of rights you have with respect thereto, in addition to any remedies available to the Company under Section 5 of Exhibit A.

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10. **Securities Law Compliance**. The grant of the PSUs and the issuance of Shares are subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or securities exchange as may be required. Notwithstanding any provision of this Award Agreement or the Plan, the Company has no liability to deliver any Shares under the Plan or make any payment unless such delivery or payment would comply with all laws and the applicable requirements of any governmental agency, securities exchange or similar entity, and unless and until you have taken all actions required by the Company in connection with the PSUs. The Company may impose such restrictions on any Shares issued under the Plan as the Company determines necessary or desirable to comply with all applicable laws, rules and regulations or requirements.

11. **Transferability**. The PSUs shall not be transferable in any manner (including without limitation, sale, alienation, anticipation, pledge, encumbrance, or assignment) other than transfer by will or by the laws of descent and distribution, unless otherwise determined by the Committee in accordance with the terms of the Plan. All rights with respect to the PSUs shall be exercisable during your lifetime only by you or your guardian or legal representative or permitted transferee.

12. **Shareholder Rights**. You shall not have any voting rights or any other rights and privileges of a shareholder of the Company unless and until Shares (if any) are issued upon settlement of the PSUs. Prior to actual payment of any PSUs, such PSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

13. **Insider Trading and/or Market Abuse**. By participating in the Plan, you agree to comply with the Company's policy on insider trading (to the extent that it is applicable to you). You further acknowledge that, depending on your or your broker's country of residence or where the Shares are listed, you may be subject to insider trading restrictions and/or market abuse laws which may affect your ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., PSUs) or rights linked to the value of Shares, during such times you are considered to have "inside information" regarding the Company as defined by the laws or regulations in your country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you place before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You understand that third parties include fellow employees. Any restriction under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and that you should therefore consult your personal advisor on this matter.

**14. Code Section 409A.** For U.S. taxpayers, it is the intent that the PSUs as set forth in this Award Agreement shall qualify for exemption from or comply with the requirements of Section 409A of the Code, and any ambiguities herein will be interpreted to so qualify or comply. Notwithstanding the foregoing, if it is determined that the PSUs fail to satisfy the requirements of the short-term deferral period exemption and are otherwise deferred compensation subject to Section 409A of the Code, and if you are a "specified employee"

as of the date of your "separation from service" (as those terms are defined in the Plan or Section 409A of the Code), then the issuance of any Shares that would otherwise be made upon the date of your separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of your separation from service, but only if such delay in the issuance of the Shares is necessary to avoid the imposition of additional taxation on you in respect of the Shares under Section 409A of the Code. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Award Agreement as may be necessary to ensure that all payments provided for under this Award Agreement are made in a manner that qualifies for exemption from or complies with Section 409A of the Code; provided, however, that the Company makes no representation that the grant, vesting, or settlement of PSUs provided for under this Award Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to the grant, vesting or settlement of PSUs provided for under this Award Agreement. The Company will have no liability to you or any other party if the PSUs, the delivery of Shares upon settlement of the PSUs or other payment hereunder that is intended to be exempt from, or compliant with, Section 409A of the Code, is not so exempt or compliant or for any action taken by the Company with respect thereto.

**15. Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company. You also agree that all online acknowledgements shall have the same force and effect as a written signature.

**16. Nature of Grant.** In accepting the PSUs, you acknowledge and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company, in its sole discretion, at any time (subject to any limitations set forth in the Plan);

(b) the Plan is operated by and the PSUs are granted solely by the Company and only the Company is a party to this Award Agreement; accordingly, any rights you may have under this Award Agreement may be raised only against the Company but not any Affiliate (including, but not limited to, your Employer);

- (c) no Affiliate (including, but not limited to, your Employer) has any obligation to make any payment of any kind to you under this Agreement;
- (d) the grant of PSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of PSUs, or benefits in lieu of PSUs, even if PSUs or other awards have been granted in the past;
- (e) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

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- (f) your participation in the Plan is voluntary;
- (g) the PSUs and your participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company or any of its Affiliates and shall not interfere with the ability of the Company, any of its Affiliates or the Employer, as applicable, to terminate your employment or service relationship (as otherwise may be permitted under local law);
- (h) the PSUs and the Shares, and the income and value of the same, are not intended to replace any pension rights or compensation;
- (i) the PSUs and any Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Affiliate;
- (j) the future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty;
- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from termination of your service (for any reason whatsoever and whether or not in breach of local labor laws or later found invalid), or from the application of any clawback or recoupment policy adopted by the Company or imposed by applicable law, and in consideration of the grant of the PSUs to which you are otherwise not entitled, you irrevocably agree never to institute any claim against the Company, any of its Affiliates, or the Employer, waive your ability, if any, to bring any such claim, and release the Company, its Affiliates and the Employer, from any such claim;
- (l) the PSUs and the benefits evidenced by this Award Agreement do not create any entitlement not otherwise specifically provided for in the Plan or provided by the Company in its discretion, to have the PSUs or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and
- (m) if you are employed or providing services outside of the United States, neither the Company nor any of its Affiliates shall be liable for any foreign exchange rate fluctuation between your local currency and the U.S. dollar that may affect

the value of the PSUs or any amounts due to you pursuant to the settlement of the PSUs or the subsequent sale of any Shares acquired upon settlement of the PSUs.

17. **Data Privacy.** You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Award Agreement, the Grant Notice and any other PSU grant materials by and among, as necessary and applicable, the Company or any of its Affiliates, for the exclusive purpose

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of implementing, administering and managing your participation in the Plan. If there is a conflict between this Section 16 and the Company's existing policies and/or data protection charters, the terms of this Section 16 will prevail with respect to issues related to the PSUs and the Plan.

You understand that the Company and/or the Employer may hold certain personal information about you, including, but not limited to, your name, home address, email address and telephone number, date of birth, social security or insurance number, passport number or other identification number, salary, nationality, and any Shares or directorships held in the Company, and details of the PSUs or any other entitlement to Shares, canceled, exercised, vested, unvested or outstanding in your favor ("Data"), for the purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to Fidelity Stock Plan Services LLC and its affiliates, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. If you are employed outside the United States, you understand that you may request a list with the names and addresses of any potential recipients of Data by contacting your local human resources representative. You authorize the Company, Fidelity Stock Plan Services LLC and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. If you are employed outside the United States, you understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your service status and career will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you PSUs or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan.

For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

Finally, upon request of the Company or the Employer, you agree to provide an executed data privacy consent form to the Company and/or the Employer (or any other agreements or consents that may be required by the Company and/or the

*(Employer) that the Company and/or the Employer may deem necessary to obtain from you for the purpose of administering your participation in the Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the Plan if you fail to provide any such consent or agreement requested by the Company and/or the Employer.*

- 18. Not a Public Offering.** If you are a resident outside of the United States, the grant of the PSUs is not intended to be a public offering of securities in your country of residence (or country of service, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the PSUs is not subject to the supervision of the local securities authorities.
- 19. Language.** If you are resident in a country where English is not an official language, you acknowledge and agree that it is your express intent that this Award Agreement and the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the PSUs be drawn up in English. If you have received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
- 20. No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.
- 21. Repatriation; Compliance with Law.** If you are resident or provide services outside the United States, you agree to repatriate all payments attributable to Shares and/or cash acquired under the Plan in accordance with applicable foreign exchange rules and regulations in your country of residence (and country of service, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Affiliates, as may be required to allow the Company and its Affiliates to comply with local laws, rules and/or regulations in your country of residence (and country of service, if different). Finally, you agree to take any and all actions as may be required to comply with your personal obligations under local laws, rules and/or regulations in your country of residence and country of service, if different).
- 22. Addendum.** Notwithstanding any provisions in this Award Agreement, the PSUs shall be subject to any special terms and conditions set forth in the Addendum to this Award Agreement, as set forth in Exhibit B. Moreover, if you transfer to one of the countries included in such Addendum, the special terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable to comply with local law or facilitate the administration of the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer). The Addendum constitutes part of this Award Agreement.

23. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on your participation in the Plan, on the PSUs, and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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24. **Notices.** Any notices provided for in the Grant Notice, this Award Agreement or the Plan shall be given in writing (including electronically) and shall be deemed effectively given upon receipt or, in the case of notices delivered via post by the Company to you, five (5) days after deposit in the mail, postage prepaid, addressed to you at the last address you provided to the Company.

25. **Governing Plan Document.** The PSUs are subject to the Grant Notice, this Award Agreement and all the provisions of the Plan, the provisions of which are hereby made a part of this Award Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of the Grant Notice, this Award Agreement and those of the Plan, the provisions of the Plan shall control. By accepting the PSUs, you confirm that you have read and understood the Award Agreement, the Plan, the Plan prospectus and related information provided to you and that you accept the terms of those documents accordingly.

26. **Administrator Authority.** You expressly understand that the Administrator is authorized to administer, construe, and make all determinations necessary or appropriate for the administration of the Award Agreement and the Plan, and that any interpretation or determination made by the Administrator under the Award Agreement or the Plan, will be final, binding and conclusive.

27. **Governing Law and Venue.** The PSUs and the provisions of this Award Agreement are governed by, and subject to, the laws of the state of Minnesota, U.S.A. without regard to the conflict of law provisions. For purposes of any action, lawsuit or other proceedings brought to enforce this Award Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the United States District Court for the District of Minnesota or any of the courts of the state of Minnesota, U.S.A..

28. **Severability.** If any provision of this Award Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Award Agreement shall be deemed valid and enforceable to the full extent possible.

29. **Waiver.** The waiver by the Company with respect to your (or any other Participant's) compliance of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by such party of a provision of this Award Agreement.

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**EXHIBIT A****NVENT ELECTRIC PLC CONFIDENTIALITY, NON-COMPETITION,  
NON-SOLICITATION AND NON-DISPARAGEMENT AGREEMENT**

As a result of your intimate familiarity with proprietary and confidential information of the Company or its Affiliates, in consideration of the grant of this award, you agree to the restrictions set forth below. Except as provided in Exhibit A-1 attached hereto, any violation of these provisions will result in a rescission of the PSUs made under the Award Agreement and a forfeiture of any rights you have with respect thereto, as well as the remedies that are described in Section 5 hereof. You are advised to consult with your personal attorney prior to agreeing to the provisions of this Exhibit A.

1. **Confidentiality.** You agree that you will treat during employment and thereafter, as private and privileged, any information, data, figures, projections, estimates, marketing plans, customer lists, lists of contract workers, tax records, personnel records, accounting procedures, formulas, contracts, business partners, alliances, ventures and all other confidential information you acquire while working for the Company or any of its Affiliates. You agree that you will not release any such information to any person, firm, corporation or other entity at any time, except as may be required by law, or as agreed to in writing by the Company. You acknowledge that any violation of this non-disclosure provision shall entitle the Company to appropriate injunctive relief and to any damages which it may sustain due to the improper disclosure. However, you shall not be held in breach of this provision if you disclose confidential information to a federal, state or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law.

To the extent required by applicable state law, upon your termination of employment, your confidentiality obligation shall be limited to a period of 12 months (24 months, if you are a Section 16 Participant at the time of your termination of employment); provided that your confidentiality obligations with respect to the trade secrets of the Company or any of its Affiliates shall remain in effect for so long as the trade secrets constitute trade secrets under the applicable law.

2. **Non-Solicitation.** You agree that, for a 12 month period (24 month period, if you are a Section 16 Participant at the time of your termination of employment) following your termination (voluntary or involuntary) from the Company or any of its Affiliates, you will not, for yourself or any third party, directly or indirectly, (a) solicit competitive business from any customer of the Company or its Affiliates, with whom you had direct contact or about whom you had access to confidential information, or (b) solicit any employee of the Company or its Affiliates for whom you had direct or indirect managerial or supervisory responsibilities or about whom you obtained confidential information during the 12 months preceding your termination date (a "Covered Employee") for the purpose of hiring such person or otherwise entice, induce or encourage, directly or indirectly, any such Covered Employee to leave their employment.

You agree that engaging in any of the following activities will be a violation of the above paragraph: (1) soliciting for a hire or soliciting for retainer as an independent

consultant or as contingent worker any Covered Employee; (2) participating in the recruitment of any Covered Employee; (3) serving as a reference for a Covered Employee; (4) offering an opinion regarding the candidacy of a Covered Employee as a potential employee, independent consultant or contingent worker; (5) assisting or encouraging any third party to pursue a Covered Employee for potential employment, independent consulting or contingent worker opportunities; or (6) assisting or encouraging any Covered Employee to leave their current position in order to be an employee, independent consultant or contingent worker for a third party.

3. **Non-Competition.** You agree that, for a 12 month period (24 month period, if you are a Section 16 Participant at the time of your termination of employment) following your termination (voluntary or involuntary) from the Company or its Affiliates, you will not, for yourself or for any third party, directly or indirectly, in whole or in part, provide services, whether as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, shareholder, officer, volunteer, intern, or any other similar capacity, to a Competitor. Notwithstanding the prior sentence, you are not prohibited from providing services to a Competitor if: (i) the duties and services provided by you to the Competitor are not, in whole or in part, substantially similar to the duties and services you provided to the Company or its Affiliates; and (ii) the duties and services provided by you to the Competitor are not reasonably likely to cause you to reveal trade secrets, know-how, customer lists, customer contracts, customer needs, business strategies, marketing strategies, product development, proprietary information and confidential information concerning the business of the Company or its Affiliates. Nothing in this Award Agreement prohibits you from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that your ownership represents a passive investment and that you are not a controlling person of, or a member of a group that controls, the corporation. For purposes hereof:

(i) “Competitor” means any business operating within the Restricted Territory (as defined below) which competes in the same industry(ies) as those in which you worked during your final twenty-four (24) months of employment (or your entire period of employment, if less than twenty-four (24) months) with the Company or an Affiliate (the “Business”) **and** which (A) offers products and services within the Restricted Territory that are comparable to the products and services offered by the Business, or which the Company or an Affiliate took material steps to offer during your final twenty-four (24) month period of employment with the Company or an Affiliate, and whose primary customer and product focus, scope and method of delivery is competitive with or substantially similar to that of the Business or (B) offers products and services within the Restricted Territory that are comparable to the products and services offered by the Business to any customer or prospective customer of the Company or an Affiliate with which you were involved or about which you had or were provided access to Confidential Information during the twelve (12) month period preceding your date of termination.

(ii) “Restricted Territory” means each country in the world in which the Company or an Affiliate conducted the Business or had taken material steps to begin conducting the Business, in each case within the twenty-four (24) month period preceding your termination date.

4. **Non-Disparagement.** You agree that you will not make disparaging remarks of any sort or otherwise communicate any disparaging comments to any other person or entity, about the Company and any of its divisions, subsidiaries, predecessors and successors, and any affiliated entities and persons, and all of their respective past and present employees, agents, insurers, officials, officers and directors. However, you shall not be held in breach of this provision if you disclose confidential information to a federal, state or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law.
5. **Effect of Breach.** By accepting the PSUs, you agree that in light of the award conferred to you under this Award Agreement, the narrow and restrictive covenants imposed above are reasonable and will not result in any hardship to you. Further, you acknowledge and agree that a breach of any obligation under this Award Agreement will result in irreparable injury to the Company and that such harm may not be compensable entirely with monetary damages. The Company reserves all rights to seek any and all remedies and damages permitted under law, including, but not limited to, injunctive relief, equitable relief and compensatory damages. In connection with any suit at law or in equity under this Award Agreement, the Company shall be entitled to an accounting, and to the repayment of all profits, compensation, commissions, fees, or other remuneration which you or any other entity or person has either directly or indirectly realized on its behalf or on behalf of another and/or may realize, as a result of, growing out of, or in connection with the violation which is the subject of the suit. Further, in the event of your breach of the above sections, you shall disgorge the value of all payments and benefits conferred to you by virtue of this Award Agreement, including, but not limited to, the cash or Shares awarded. In addition to the foregoing, the Company shall be entitled to collect from you any reasonable attorney's fees and costs occurred in bringing any action against you or otherwise to enforce the terms of this Award Agreement.

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**Exhibit A -1 to the Confidentiality, Non-Competition,  
Non-Solicitation And Non-Disparagement Agreement**

[STATE-SPECIFIC TERMS AND CONDITIONS]

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## EXHIBIT B

### ADDENDUM TO NVENT ELECTRIC PLC 2018 OMNIBUS PLAN

#### PERFORMANCE SHARE UNIT AWARD AGREEMENT

##### [COUNTRY-SPECIFIC TERMS AND CONDITIONS]

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## APPENDIX

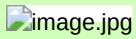
### Performance Goal and Performance Period

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Exhibit 19

## ENTERPRISE POLICY

### Insider Trading Policy



#### Purpose

This Policy is intended to ensure that all officers, directors and employees of nVent Electric plc worldwide comply with all applicable laws and regulations that prohibit persons who are aware of material nonpublic information about a company from (i) trading in securities of that company, commonly known as "insider trading," or (ii) providing material nonpublic information to other persons who may trade on the basis of that information, commonly known as "tipping." Insider trading and stock tipping, as discussed below, are criminal offenses subject to severe criminal and civil consequences as well as possible discipline or dismissal under this Policy.



#### Scope

This Policy applies to all directors, officers and employees of nVent Electric plc and its subsidiaries, affiliates and related companies, partnerships and joint ventures in which nVent Electric plc has a controlling interest (the "Company") and to the Company itself. nVent Electric plc may also determine that other persons should be subject to this Policy, such as contractors or consultants who have access to material nonpublic information.

This Policy applies to family members who reside with Company personnel (including children away at college), anyone else with whom Company personnel share a household, and any family members with whom Company personnel do not share a household but whose transactions in Company Securities are directed by Company personnel or are subject to Company personnel influence or control, such as parents or children who consult with Company personnel before they trade in Company Securities (collectively referred to as "Family Members").

This Policy applies to any entities that Company personnel influence or control, including any corporations, partnerships, limited liability companies or trusts (collectively referred to as "Controlled Entities").

Company personnel are responsible for the transactions of their Family Members and Controlled Entities, and all such transactions will be treated for the purposes of this Policy and applicable securities laws as if the transactions were for the Company personnel's own account.



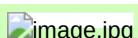
## Definitions

*Company Securities* means and includes, without limitation, the Company's ordinary shares, options to purchase the Company's shares, or any other type of securities that the Company may issue, including (but not limited to) debt securities, preferred shares, restricted shares, restricted stock units, performance share units, convertible debentures and warrants, as well as derivative securities that are not issued by the Company, such as exchange-traded put or call options or swaps relating to the Company's Securities.

*Nonpublic information* is sometimes referred to as confidential information and means information about the Company that is not known to the public-at-large. All information is considered nonpublic until one full trading day has passed since the information was widely released through a press release, news wire, television or radio broadcast, newspaper, magazine or website publication, or public disclosure documents filed with the U.S. Securities and Exchange Commission. By contrast, information would likely not be considered widely disseminated if it is available only to the Company's employees. If, for example, you were aware of Company material nonpublic information and the Company were to disseminate that information before market open on a Monday, you should not trade in Company Securities until Tuesday. Depending on the particular circumstances, the Company may determine that a longer or shorter period should apply to the dissemination of specific material nonpublic information.

Information is considered *material* if a reasonable investor would consider it important in deciding whether to buy, hold or sell securities. Material information may be positive or negative. Examples of material information include:

- expected earnings or revenues, as well as company projections as to future earnings or revenues;
- changes to previously announced earnings guidance, or the decision to suspend earnings guidance;
- significant related party transactions;
- a proposed significant acquisition, disposition or joint venture;
- significant purchases, sales or write-offs of assets;
- a planned offering of additional new classes of securities or changes in dividend policy or declaration of a stock split;
- the establishment of a repurchase program for Company Securities;
- a major change in the Company's pricing or cost structure;
- major marketing changes;
- a significant product development, gain or loss of a major customer or substantial contract award or termination;
- a company restructuring;
- bank borrowings or other financing transactions out of the ordinary course;
- a change in senior management;
- a change in auditors or notification that the auditor's reports may no longer be relied upon;
- the imposition of a ban on trading in Company Securities or the securities of another company;
- impending bankruptcy or the existence of severe liquidity problems;
- pending or threatened significant litigation or resolution of such litigation; and
- a significant cybersecurity incident, such as a data breach.



## Policy Statement

**General Prohibitions:** Company personnel, their Family Members and Controlled Entities and the Company must never:

- Buy, sell or engage in other transactions in Company Securities while aware of Company *material nonpublic information*, except as otherwise specified in this Policy.
- Buy, sell or engage in other transactions in securities of other companies while aware of *material nonpublic information* about those companies that Company personnel become aware of as a result of business dealings between the Company and such other companies.

Company personnel must never disclose *material nonpublic information* to any unauthorized persons outside the Company. Company personnel are prohibited from "tipping" other persons about material nonpublic information or otherwise making unauthorized disclosure or use of such information, regardless of whether the person profits or intends to profit by such tipping, disclosure or use. You must take steps to prevent the inadvertent disclosure of material nonpublic information to unauthorized persons outside the Company. If you believe that the disclosure of material nonpublic information is necessary or appropriate for business reasons, you must consult with Company counsel to ensure that they concur that such disclosure is necessary, and to ensure that any such disclosure will comply with all applicable laws. In addition, Company personnel may not recommend the purchase or sale of any securities.

**Specific Prohibition Regarding Special Transactions, Including Hedging and Pledging:** Company personnel, their Family Members and anyone designated to engage in securities transactions on their behalf are prohibited from purchasing financial instruments, including prepaid variable forward contracts, equity swaps and collars, or otherwise engaging in transactions, that hedge or offset, or are designed to hedge or offset, any decrease in the market value of Company Securities. Prohibited transactions include transactions in puts, calls, cashless collars, options, short sales and similar rights and obligations involving Company Securities, other than the exercise of a Company-issued option to purchase the Company's shares. In addition, Company personnel and their Family Members are prohibited from holding Company Securities in a margin account or otherwise pledging Company Securities as collateral for a loan and are prohibited from placing of standing and limit orders on Company Securities except as specified in this Policy. Notwithstanding the foregoing, transactions designed to facilitate portfolio diversification, such as investments in exchange funds, are permitted for non-management directors but not other Company personnel.

**Gifts:** Company personnel may not make a gift of Company Securities while aware of material nonpublic information relating to the Company if the Company personnel knows or is reckless in not knowing the recipient of the gift would sell the securities prior to the Company's disclosure of such information. Such a situation can arise with gifts of securities to charities, which are often required by their policies to sell securities soon after a gift.

**Rule 10b5-1 Plans:** Rule 10b5-1 of the Securities Exchange Act of 1934 provides a defense from insider trading liability. To be eligible to rely on this defense, a person must enter into a Rule 10b5-1 plan for transactions in Company Securities that meets certain conditions specified in the Rule (a "10b5-1 Plan"). If the plan meets the requirements of Rule 10b5-1, Company Securities may be purchased or sold without regard to certain insider trading restrictions. To comply with this Policy, a 10b5-1 Plan must be approved by the General Counsel or his or her designee, and meet the requirements of Rule 10b5-1.

In general, a 10b5-1 Plan must be entered into in good faith at a time when the person entering into the plan is not aware of material nonpublic information regarding the Company. Rule 10b5-1 (a) requires a person (other than a director or Section 16 Officer or the Company) to wait to begin trading under a 10b5-1 Plan until 30 days after the adoption of the plan, (b) generally prohibits a person from having more than one plan in place at the same time and (c) restricts persons from relying on a single-trade plan more than once during any 12-month period. Once the 10b5-1 plan is adopted, the person must act in good faith with respect to the plan and not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of the trade. The 10b5-1 plan must either specify the amount, pricing and timing of transactions in advance or delegate discretion on these matters to an independent third party. Additional requirements with respect to 10b5-1 plans for members of the Window Group (as defined below), including a longer waiting period, are described below.

**Pre-Clearance and Trading Window Procedures:** The Company imposes certain restrictions on specified senior officers, management and directors in trading Company Securities. These restrictions govern even though the transactions may be permissible under law and apply to the following persons hereafter defined as the "Window Group":

- All directors of nVent Electric plc
- All executive officers of nVent Electric plc
- Segment Presidents and CFOs
- Any other employees designated by the General Counsel

All directors and Section 16 Officers (as defined below) must pre-clear all transactions in Company Securities in advance with the General Counsel's office.

Except for transactions made subject to a 10b5-1 Plan approved in accordance with this Policy, members of the Window Group and their Family Members and Controlled Entities may only enter into transactions in Company Securities (including option exercise and gifts) during an open trading window that commences on the business day that is one full trading day after the public release of the Company's quarterly or annual financial results and ends on the first day of the last month prior to the close of the next fiscal quarter. The Company will conduct an evaluation each quarter to determine whether the scheduled trading window should be canceled. The Window Group will be informed electronically each quarter of the opening and closing of the trading window. The Company may close an open trading window early at any time, as deemed appropriate by the General Counsel.

From time to time, an event may occur that is material to the Company and is known by only a few directors, officers and/or employees. So long as the event or information related to the event remains material and nonpublic, the persons designated by the General Counsel may not trade Company Securities. In that situation, the General Counsel may notify these persons that they should not trade in the Company's securities, without disclosing the reason for the restriction. The existence of an event-specific trading restriction period or shortening of a Trading Window period will not be announced to the Company as a whole, and should not be communicated to any other person.

If a member of the Window Group wishes to trade pursuant to a 10b5-1 Plan, he or she must obtain the approval of the General Counsel prior to entering into the 10b5-1 Plan. The General Counsel, or his or her designee, must review the 10b5-1 Plan for compliance with this Policy and the Company's stock ownership and retention guidelines. In addition to the requirements for a 10b5-1 Plan set forth above under "Rule 10b5-1 Plans":

- A member of the Window Group may only enter into or amend a 10b5-1 Plan during an open trading window.
- For directors and Section 16 Officers, the 10b5-1 Plan must also include a representation certifying that they are not aware of material nonpublic information about the Company and are adopting the plan in good faith and not as a scheme to evade the prohibitions of Rule 10b-5.
- For directors and Section 16 Officers, the first trade may not occur under a 10b5-1 plan until the later of (a) 90 days after the adoption of the plan or (b) two business days following the disclosure of the Company's financial results in a Form 10-Q or Form 10-K relating to the quarter in which the plan was adopted, subject to a maximum of 120 days after adoption of the plan.
- Unless expressly approved by the General Counsel or his or her designee and compliant with Rule 10b5-1, a member of the Window Group may have only one 10b5-1 Plan in effect at any time.
- Any amendment to a 10b5-1 Plan will be treated as a termination of an existing 10b5-1 Plan and the entry into a new 10b5-1 Plan. Accordingly, the terms of any amendment must be approved in accordance with the terms of this Policy and shall otherwise comply with the terms of this Policy as if the amendment were a new 10b5-1 Plan.
- Any member of the Window Group who desires to terminate a 10b5-1 Plan must consult with the General Counsel or his or her designee prior to terminating the 10b5-1 Plan.

These restrictions apply to Family Members and Controlled Entities of the Window Group. Certain members of the Window Group are also subject to Section 16 of the Securities Exchange Act of 1934 ("Section 16 Officers") and Rule 144 of the Securities Act of 1933 applicable to affiliates of the Company.

**Exceptions:** This Policy does not apply in the case of the following transactions, except as specifically noted:

1. **Stock Option Exercises.** This Policy does not apply to the vesting or exercise of an employee option to purchase the Company's shares acquired pursuant to the Company's plans, to the delivery to the Company of shares to pay the exercise price or satisfy tax withholding requirements for such option, or to the exercise of a tax withholding right pursuant to which a person has elected to have the Company net or withhold shares subject to an option to pay the exercise price or satisfy tax withholding requirements. This Policy does apply, however, to any sale of shares as part of a broker-assisted cashless exercise of an option or any other market sale for the purpose of generating the cash needed to pay the exercise price of or tax withholding for an option and to any market sale of the shares received on exercise of options.
2. **Restricted Stock Unit and Performance Share Unit Awards.** This Policy does not apply to the vesting of restricted stock units or performance share units, or the exercise of a tax withholding right pursuant to which you elect to have the Company withhold shares to satisfy tax withholding requirements upon the vesting of any restricted stock units or performance share units. The Policy does apply, however, to any market sale of shares received on vesting of restricted stock units or performance share units.

3. **401(k) Plan.** This Policy does not apply to purchases of Company Securities in the Company's 401(k) plan resulting from your periodic contribution of money to the plan pursuant to your payroll deduction election (including any contributions out of Company bonuses). This Policy does apply, however, to certain elections you may make under the 401(k) plan, including: (a) an election to increase or decrease the percentage of your periodic contributions that will be allocated to the Company stock fund; (b) an election to make an intra-plan transfer of an existing account balance into or out of the Company stock fund; (c) an election to borrow money against your 401(k) plan account if the loan will result in a liquidation of some or all of your Company stock fund balance; and (d) an election to pre-pay a plan loan if the pre-payment will result in allocation of loan proceeds to the Company stock fund.
4. **Employee Stock Purchase Plan.** This Policy does not apply to purchases of Company Securities in the employee stock purchase plan resulting from your periodic contribution of money to the plan pursuant to the election you made at the time of your enrollment in the plan. This Policy also does not apply to purchases of Company Securities resulting from lump sum contributions to the plan, provided that you elected to participate by lump sum payment at the beginning of the applicable enrollment period. This Policy does apply, however, to your election to participate in the plan for any enrollment period or your election to increase or decrease the level of your participation in the plan, and to your sales of Company Securities purchased pursuant to the plan.
5. **Dividend Reinvestment Plan.** This Policy does not apply to purchases of Company Securities under the Company's dividend reinvestment plan resulting from your reinvestment of dividends paid on Company Securities. This Policy does apply, however, to voluntary purchases of Company Securities resulting from additional contributions you choose to make to the dividend reinvestment plan, to your election to participate in the plan or increase your level of participation in the plan and to your sale of any Company Securities purchased pursuant to the plan.

Attest:

## Procedures

**ITS:** 1. **Implementation.** All Company employees are responsible for implementation of this policy. The General Counsel is specifically responsible for implementing the Trading Window provisions of this Policy.

**EXECUTIVE:** 2. **Compliance and Sanctions.** Failure to comply with this Policy may be grounds for disciplinary action, in accordance with local law, up to and including termination.

3. **Reporting and Non-Retaliation.** Company employees should, in accordance with local law, report any conduct that they believe in good faith to be a violation or apparent violation of this Policy to their manager, Human Resources, the Legal Department, through the Office of Business Conduct & Ethics, or through the Ethics Helpline at <https://nventethics.com/>. Any such reports shall be treated as confidential to the extent allowed by law. The Company prohibits retaliation for good faith reports of suspected misconduct.
4. **Contact.** Any questions concerning this Policy may be addressed to the General Counsel or the Office of Business Conduct & Ethics, or by e-mail at [ethics@nvent.com](mailto:ethics@nvent.com).



## Compliance, Reporting and Non-Retaliation

Failure to comply with this Policy may be grounds for disciplinary action, up to and including termination.

nVent employees should Speak Up about any conduct which they believe in good faith to be a violation of this Policy. Concerns can be reported through any of nVent's Speak Up Resources. Reports may be made anonymously and will be treated confidentially to the extent allowed by law. nVent prohibits retaliation for good faith reports of suspected violation of nVent policy.

nVent Electric plc subsidiaries as of **December 31, 2023** **December 31, 2024****Name of Company**

Alberta Electronic Company Limited

Asia Pacific CIS (Thailand) Co., Ltd.

Asia Pacific CIS (Wuxi) Co., Ltd.

Bergen Industries, LLC

BESM Holdings, LLC

CIS Global LLC

CIS Holding Corp.

**CIS Hong Kong Limited**

CISWW Engineering India Private Limited

ECM (Shanghai) Trading Co., Ltd.

ECM Holdings Inc.

ECM Holdings, LLC

ECM Industries, LLC

ECM Investors, LLC

ECMI Holdings, LLC

Eldon AB

Eldon AS

Eldon Austria GmbH

Eldon Electric Limited

Eldon Espana, S.A.U.

Eldon GmbH

Eldon Holding AB

Eldon NV

Eldon SRL

Electronic Enclosures, LLC

Enclosures Inc.

ERICO Canada Inc.

ERICO do Brasil Ltda.

ERICO Europe B.V.

ERICO France Sarl

ERICO GLOBAL COMPANY

ERICO International Corporation

ERICO Italia S.r.l.

ERICO Limited

ERICO Ltd.

ERICO Mexico, S.A. de C.V.

ERICO Poland SP. Z.o.o.

ERICO Products Australia Pty. Ltd

**ERICO US Holding LLC**

Everest Blocker Holding, Inc.

FTZ Holdco LLC

GCP CIS Blocker Inc.

**Jurisdiction of Incorporation**

Hong Kong

Thailand

China

United States

United States

United States

United States

**Hong Kong**

India

China

United States

**United States**

United States

**United States**

United States

Sweden

Norway

Austria

United Kingdom

Spain

Germany

Sweden

Netherlands

Romania

United States

United States

Canada

Brazil

Netherlands

France

United States

United States

Italy

Hong Kong

China

Mexico

Poland

Australia

**United States**

United States

United States

United States

GCP CIS Holdings, LLC	United States
Hoffman Enclosures (Mex.), LLC	United States
Hoffman Enclosures Mexico, S. de R.L. de C.V.	Mexico
Hoffman Enclosures Inc.	United States
Hoffman Schroff Asia Pte Ltd	Singapore
Hoffman Schroff de Mexico S.a.r.l.	Mexico
Hoffman Schroff GmbH	Switzerland
Hoffman Schroff Holdings, Inc.	United States
Hoffman Schroff Manufacturing S. de R.L. de C.V.	Mexico
Hoffman Schroff Poland Sp.z.o.o.	Poland
Hoffman Schroff PTE Ltd	Singapore

Hoffman Schroff Poland Sp.z.o.o.	Poland
Hoffman Schroff PTE Ltd	Singapore
Hoffman Schroff Sales S. de R.L. de C.V.	Mexico
Iceotope Group Limited*	Canada
Ilasco Canada Newco ULC	Canada
ILSCO de Mexico, S. de R.L. de C.V.	Mexico
ILSCO Extrusions, LLC	United States
ILSCO International, LLC	United States
ILSCO, LLC	United States
King Technology of Missouri, LLC	United States
Limited Liability Company nVent Rus	Russian Federation
Lionel Acquisition Co.	United States
nVent Armaturen Holding GmbH	Germany
nVent Belgium B.V.	Belgium
nVent do Brasil Eletrometalurgica Ltda.	Brazil
nVent EFS Investments 1, LLC	United States
nVent EFS Investments 2, LLC	United States
nVent EFS Investments LP	United States
nVent Electrical Products (Shanghai) Co., Ltd.	China
nVent Electrical Products China Co., Ltd.	China
nVent Electrical Products India Private Limited	India
nVent Enclosures India Private Limited	India
nVent Enclosures Italia Srl	Italy
nVent Finance Group GmbH	Switzerland
nVent Finance NL B.V.	Netherlands
nVent Finance S.a.r.l.	Luxembourg
nVent Finland Oy	Finland
nVent Global S.a.r.l.	Luxembourg
nVent Holding NL B.V.	Netherlands
nVent Holdings C.V.	Netherlands

nVent Holdings S.A.	France
nVent Holdings, Inc.	United States
nVent International (UK) Ltd.	United Kingdom
nVent International Holding S.a.r.l.	Luxembourg
nVent International Holdings, Inc.	United States
<b>nVent Investments 1, LLC</b>	United States
<b>nVent Investments 2, LLC</b>	United States
<b>nVent Investments LP</b>	United States
nVent Italy S.r.l.	Italy
nVent Japan Co., Ltd.	Japan
nVent Luxembourg S.a.r.l.	Luxembourg
nVent Management Company	United States
nVent Middle East FZE	United Arab Emirates
nVent Nordic AB	Sweden
nVent Power & Data Infrastructure India Private Limited	India
nVent Project Services Canada, Inc.	Canada
nVent Services Canada Limited	Canada
nVent Services GmbH	Switzerland
nVent Services Holding GmbH	Switzerland
nVent Solutions (UK) Limited	United Kingdom
nVent Teknoloji Sistemleri Ticaret Limited Sirketi	Turkey
nVent Thermal (Shanghai) Co., Ltd.	China
nVent Thermal (Shanghai) Engineering Co., Ltd.	China
nVent Thermal (Suzhou) Co., Ltd.	China
nVent Thermal Belgium NV	Belgium
nVent Thermal Canada Ltd.	Canada

nVent Thermal Europe GmbH	Switzerland
nVent Thermal France SAS	France
nVent Thermal Germany GmbH	Germany
nVent Thermal India Private Limited	India
nVent Thermal Korea Ltd.	Korea, Republic of

nVent Thermal KZ LLP	Kazakhstan
nVent Thermal LLC	United States
nVent Thermal Netherlands B.V.	Netherlands
nVent Thermal Norway AS	Norway
nVent Thermal Polska Sp. z.o.o.	Poland
nVent Thermal Romania S.R.L.	Romania
nVent UK Holdings Limited	United Kingdom
Parkline Field Services LLC	United States
Parkline Parent Company, Inc.	United States
Parkline, Inc.	United States
PP Canada Inc.	Canada
Productos ERICO S.A.	Spain
Schroff Co. Ltd. Taiwan	Taiwan
Schroff GmbH	Germany
Schroff Holdings Germany GmbH	Germany
Schroff SAS	France
Schroff, Inc.	United States
Steinhauer GmbH	Germany
Surge Suppression, LLC	United States
Texa Industries S.r.l.	Italy
The Patent Store, LLC	United States
Tonka Bay Insurance Company	United States
Torgoterm AD*	Bulgaria
Tracer Construction LLC	United States
Tracer Industries Canada Limited	Canada
Tracer Industries Management LLC	United States
Tracer Industries, Inc.	United States
Trachte Acquisition Sub, LLC	United States
Trachte Associates Southeast LLC	United States
Trachte Associates, L.L.P.	United States
Trachte Southeast LLC	United States
Trachte, LLC	United States
Warrior Acquisition Parent, Inc.	United States
Warrior Acquisition, Inc.	United States
Warrior Intermediate Parent, LLC	United States
Warrior Power Structures, Inc.	United States
Yabaida Electronics (Shenzhen) Company Limited	China

All entities are 100% owned subsidiaries, unless otherwise indicated.

\* Iceotope is 6.2% 5.2% owned. Torgoterm AD is 19% owned.

Exhibit 23

#### **CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement No. 333-260579 333-280811 on Form S-3 and Registration Statement No. 333-224555, 333-224556 and 333-240176 on Form S-8 of our reports dated February 20, 2024 February 18, 2025, relating to the financial statements of nVent Electric plc and the effectiveness of nVent Electric plc's internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended December 31, 2023 December 31, 2024.

/s/ Deloitte & Touche LLP

Minneapolis, Minnesota

February 20, 2024 18, 2025

**Exhibit 24**

#### **Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS that the undersigned directors of nVent Electric plc, an entity organized under the laws of Ireland, hereby constitute and appoint Beth A. Wozniak and Jon D. Lammers, or either of them, his/her attorney-in-fact and agent, with full power of substitution, for the purpose of signing on his/her behalf as a director of nVent Electric plc the Annual Report on Form 10-K, to be filed with the Securities and Exchange Commission within the next sixty days, and to file the same, with all exhibits thereto and other supporting documents, with the Securities and Exchange Commission, granting unto such attorney-in-fact, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted.

<u>Signature</u>	<u>Title</u>
/s/ Sherry A. Aaholm	February 20, 2024 18, 2025
Sherry A. Aaholm	Date
/s/ Jerry W. Burris	February 20, 2024 18, 2025
Jerry W. Burris	Date
/s/ Susan M. Cameron	February 20, 2024 18, 2025
Susan M. Cameron	Date
/s/ Michael L. Ducker	February 20, 2024 18, 2025
Michael L. Ducker	Date
/s/ Randall J. Hogan	February 20, 2024
Randall J. Hogan	Date
/s/ Danita K. Ostling	February 20, 2024 18, 2025
Danita K. Ostling	Date
/s/ Nicola Palmer	February 20, 2024 18, 2025
Nicola Palmer	Date
/s/ Herbert K. Parker	February 20, 2024 18, 2025
Herbert K. Parker	Date
/s/ Greg Scheu	February 20, 2024 18, 2025
Greg Scheu	Date

Exhibit 31.1

#### Certification

I, Beth A. Wozniak, certify that:

1. I have reviewed this annual report on Form 10-K of nVent Electric plc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

- a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
- b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
- d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2024

/s/ Beth A. Wozniak

Beth A. Wozniak

Chief Executive Officer

**Exhibit 31.2**

**Certification**

I, Sara E. Zawoyski, certify that:

1. I have reviewed this annual report on Form 10-K of nVent Electric plc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2024 18, 2025

/s/ Sara E. Zawoyski

Sara E. Zawoyski

Executive Vice President and Chief Financial Officer

**Exhibit 32.1**

**Certification of CEO Pursuant To  
18 U.S.C. Section 1350,  
As Adopted Pursuant To  
Section 906 Of The Sarbanes-Oxley Act Of 2002**

In connection with the Annual Report of nVent Electric plc (the "Company") on Form 10-K for the period ended December 31, 2023 December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Beth A. Wozniak, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that based on my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 20, 2024 18, 2025

/s/ Beth A. Wozniak

Beth A. Wozniak

Chief Executive Officer

**Certification of CFO Pursuant To  
18 U.S.C. Section 1350,  
As Adopted Pursuant To  
Section 906 Of The Sarbanes-Oxley Act Of 2002**

In connection with the Annual Report of nVent Electric plc (the "Company") on Form 10-K for the period ended **December 31, 2023** **December 31, 2024** as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Sara E. Zawoyski, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that based on my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 20, 2024

/s/ Sara E. Zawoyski

Sara E. Zawoyski

Executive Vice President and Chief Financial Officer

**nVent Electric plc Recovery Policy**

1. **Purpose.** The purpose of this Recovery Policy (this "Policy") is to describe the circumstances under which nVent Electric plc (the "Company") is required to or shall have the right to recover certain compensation paid to certain employees and independent contractors. Any references in compensation plans, agreements, equity awards or other policies to the Company's "recoupment", "clawback" or similarly-named policy shall be deemed to refer to this Policy with respect to Incentive-Based Compensation Received on or after the Effective Date. With respect to Incentive-Based Compensation Received prior to the Effective Date, such references to the Company's "recoupment", "clawback" or similarly-named policy in compensation plans, agreements, equity awards or other policies shall be deemed to refer to the Company's "recoupment," "clawback" or similarly-named policy, if any, in effect prior to the Effective Date.
2. **Mandatory Recovery of Compensation.** In the event that the Company is required to prepare an Accounting Restatement, the Company shall recover reasonably promptly the amount of Erroneously Awarded Compensation.
3. **Discretionary Recovery of Compensation.**
  - (a) In the event that (i) the Company is required to prepare an Accounting Restatement,

(ii) the Company's board of directors, a committee thereof, or the Company's Chief Executive Officer determines that any misconduct by a person who Received Incentive-Based Compensation was a contributing factor to the inclusion of an incorrect amount in previously issued financial statements that are subject to the Accounting Restatement and (iii) such person Received an amount of Incentive- Based Compensation as a result of the inclusion of such incorrect amount that was greater than the Recalculated Compensation, the Company may, in its sole discretion, require such person to (A) forfeit all or a portion of such Incentive-Based Compensation or (B) reimburse the Company for any excess of the amount of Incentive-Based Compensation Received as a result of the inclusion of such incorrect amount over the Recalculated Compensation.

(b) In the event that the Criminal Division of the United States Department of Justice (the "DOJ") determines that it is warranted to enter into criminal resolutions with the Company, the Company has the right, but not the obligation, to recover from a Culpable Individual the Recoupment Amount.

4. **Definitions.** For purposes of this Policy, the following terms, when capitalized, shall have the meanings set forth below:

(a) "*Accounting Restatement*" shall mean any accounting restatement required due to material noncompliance of the Company with any financial reporting requirement under the securities laws, including to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

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(b) "*Covered Officer*" shall mean the Company's president; principal financial officer; principal accounting officer (or if there is no such accounting officer, the controller); any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance); any other officer who performs a significant policy-making function; or any other person who performs similar significant policy-making functions for the Company.

(c) "*Culpable Individual*" shall mean any employee of the Company, its parent(s) or subsidiaries who engaged in wrongdoing in connection with conduct under investigation by the DOJ or any other person who both (i) had supervisory authority over the employee(s) or business area engaged in the misconduct and (ii) knew of, or were willfully blind to, the misconduct.

(d) "*Effective Date*" shall mean October 2, 2023.

(e) "*Erroneously Awarded Compensation*" shall mean the excess of (i) the amount of Incentive-Based Compensation Received by a person (A) after beginning service as a Covered Officer, (B) who served as a Covered Officer at any time during the performance period for that Incentive-Based Compensation, (C) while the Company has a class of securities listed on a national securities exchange or a national securities

association and (D) during the Recovery Period; over (ii) the Recalculated Compensation. For the avoidance of doubt, a person who served as a Covered Officer during the periods set forth in clauses (A) and (B) of the preceding sentence shall continue to be subject to this Policy even after such person's service as a Covered Officer has ended.

(f) *"Incentive-Based Compensation"* shall mean any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a financial reporting measure. A financial reporting measure is a measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures, regardless of whether such measure is presented within the financial statements or included in a filing with the U.S. Securities and Exchange Commission. Each of stock price and total shareholder return is a financial reporting measure. For the avoidance of doubt, incentive-based compensation subject to this Policy does not include stock options, restricted stock, restricted stock units or similar equity-based awards for which the grant is not contingent upon achieving any financial reporting measure performance goal and vesting is contingent solely upon completion of a specified employment period and/or attaining one or more non-financial reporting measures.

(g) *"Recalculated Compensation"* shall mean the amount of Incentive-Based Compensation that otherwise would have been Received had it been determined based on the restated amounts in the Accounting Restatement, computed without regard to any taxes paid. For Incentive-Based Compensation based on stock price or

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total shareholder return, where the amount of the Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount of the Recalculated Compensation must be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return, as the case may be, on the compensation Received. The Company must maintain documentation of the determination of that reasonable estimate and provide such documentation to the national securities exchange or association on which its securities are listed.

(h) Incentive-Based Compensation is deemed "Received" in the Company's fiscal period during which the financial reporting measure specified in the award of such Incentive-Based Compensation is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.

(i) *"Recoupment Amount"* shall mean the gross amount of all compensation, in any form (including but not limited to shares of common stock of the Company or deferred compensation), excluding base salary or base fees, paid to a Culpable Individual during the period of misconduct that is the subject of investigation by the DOJ, as determined in the sole discretion of the Company's committee of independent directors responsible for executive compensation decisions (or a majority of the independent directors on the Company's board of directors in the absence of such a committee) taking into consideration such factors as

such committee determines are relevant, not to exceed the amount of the applicable fine imposed on the Company by the DOJ with respect to such misconduct.

(j) "Recovery Period" shall mean the three completed fiscal years of the Company immediately preceding the date the Company is required to prepare an Accounting Restatement; provided that the Recovery Period shall not begin before the Effective Date. For purposes of determining the Recovery Period, the Company is considered to be "required to prepare an Accounting Restatement" on the earlier to occur of: (i) the date the Company's board of directors, a committee thereof, or the Company's authorized officers conclude, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement. If the Company changes its fiscal year, then the transition period within or immediately following such three completed fiscal years also shall be included in the Recovery Period, provided that if the transition period between the last day of the Company's prior fiscal year end and the first day of its new fiscal year comprises a period of nine to 12 months, then such transition period shall instead be deemed one of the three completed fiscal years and shall not extend the length of the Recovery Period.

5. Exceptions. Notwithstanding anything to the contrary in this Policy, recovery of Erroneously Awarded Compensation will not be required to the extent the Company's committee of independent directors responsible for executive compensation decisions (or a majority of the independent directors on the Company's board of directors in the

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absence of such a committee) has made a determination that such recovery would be impracticable and one of the following conditions have been satisfied:

(a) The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; provided that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation that was Incentive-Based Compensation based on the expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the national securities exchange or association on which its securities are listed.

(b) Recovery would violate home country law where, with respect to Incentive-Based Compensation, that law was adopted prior to November 28, 2022; provided that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation that was Incentive-Based Compensation based on violation of home country law, the Company must obtain an opinion of home country counsel, acceptable to the national securities exchange or association on which its securities are listed, that recovery would result in such a violation, and must provide such opinion to the exchange or association.

(c) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

6. Manner of Recovery. In addition to any other actions permitted by law or contract, the Company may take any or all of the following actions to recover any Erroneously Awarded Compensation and any Recoupment Amount:

(a) require the Covered Officer or Culpable Individual to repay such amount; (b) offset such amount from any other compensation owed by the Company or any of its affiliates to the Covered Officer or Culpable Individual, regardless of whether the contract or other documentation governing such other compensation specifically permits or specifically prohibits such offsets; and

(c) subject to Section 5(c), to the extent the Erroneously Awarded Compensation or the Recoupment Amount was deferred into a plan of deferred compensation, whether or not qualified, forfeit such amount (as well as the earnings on such amounts) from the Covered Officer's or Culpable Individual's balance in such plan, regardless of whether the plan specifically permits or specifically prohibits such forfeiture. If the Erroneously Awarded Compensation or Recoupment Amount consists of shares of the Company's common stock, and the Covered Officer or Culpable Individual still owns such shares, then the Company may satisfy its recovery obligations by requiring the Covered Officer or Culpable Individual to transfer such shares back to the Company.

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7. Other.

(a) This Policy shall be administered and interpreted, and may be amended from time to time, by the Company's board of directors or any committee to which the board may delegate its authority in its sole discretion in compliance with the applicable listing standards of the national securities exchange or association on which the Company's securities are listed, and the determinations of the board or such committee shall be binding on all Covered Officers.

(b) Each Covered Officer shall sign and return to the Company, within 30 calendar days following the later of (i) the date this Policy is first approved by the Company's board of directors (or a committee thereof) or (ii) the date the individual becomes a Covered Officer, the Acknowledgement Form attached hereto as Exhibit A, pursuant to which the Covered Person agrees to be bound by, and to comply with, the terms and conditions of this Policy.

(c) The Company shall not indemnify any Covered Officer or Culpable Individual against the loss of Erroneously Awarded Compensation or any Recoupment Amount.

(d) The Company shall make all disclosures with respect to this Policy in accordance with the requirements of the U.S. Federal securities laws, including public disclosure of instances in which the Company was

required to prepare an Accounting Restatement that required recovery of Erroneously Awarded Compensation, as required by the U.S. Securities and Exchange Commission.

(e) Any right to recovery under this Policy shall be in addition to, and not in lieu of, any other rights of recovery that may be available to the Company.

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**EXHIBIT A**

**NVENT ELECTRIC PLC RECOVERY POLICY ACKNOWLEDGEMENT**

**FORM**

By signing below, the undersigned acknowledges and confirms that the undersigned has received and reviewed a copy of the nVent Electric plc (the "Company") Recovery Policy (the "Policy").

By signing this Acknowledgement Form and in consideration of, among other things, the undersigned's continued employment with the Company or a subsidiary thereof, the undersigned acknowledges and agrees that the undersigned is and will continue to be subject to the Policy and that the Policy will apply both during and after the undersigned's employment with the Company. Further, by signing below, the undersigned agrees to abide by the terms of the Policy, including, without limitation, by returning any Erroneously Awarded Compensation (as defined in the Policy) to the Company to the extent required by, and in a manner consistent with, the Policy, regardless of the terms of, and whether or not consistent with, any other agreement, plan, policy or similar document to which the undersigned is a party or participant or to which the undersigned is subject.

Covered Officer:

Signature

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Print Name

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Date

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