

**AGREEMENT.** Unless otherwise expressly agreed by NILFISK and Supplier, these Terms & Conditions of Purchase ("Terms") are applicable to any order placed by the NILFISK entity making the order. Supplier's acknowledgement of NILFISK's order in whatever form, or Supplier's start of any performance requested in NILFISK's order will be deemed to constitute Supplier's acceptance of these Terms. These Terms and NILFISK's order constitute the sole and entire agreement between NILFISK and Supplier, and supersede all other agreements and understandings, written or oral, between the parties with respect to this subject matter. NILFISK rejects Supplier's inclusion of any conflicting, different or additional terms or conditions in Supplier's acknowledgement or any other document.

**CHANGES.** NILFISK may, at any time and without notice, make changes to designs, drawings, specifications, materials, packaging, methods of shipment, or time or place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this order, the Supplier must communicate the cost impact of such changes to NILFISK within 10 working days of NILFISK's notification of the change. If the Supplier fails to provide this communication within the specified timeframe, the change will be considered to have no cost impact. No change proposed by Supplier will be binding on NILFISK unless it is approved by an authorized NILFISK purchasing agent.

**DELIVERY TERMS AND ACCEPTANCE.** Time is of the essence in Supplier's performance of this order. Supplier must make deliveries in the quantities and on the required delivery dates specified in the order. NILFISK may accept or return goods received after the required delivery date without waiving NILFISK's right to return subsequent shipments delivered after the required delivery date. All goods must be received subject to NILFISK's right of inspection described below. If goods

are returned to Supplier, they will be returned at Supplier's expense. In cases of repeated delays beyond the specified delivery dates, Supplier may be subject to a penalty of 0.5% of the total order value for each week of delay, not exceeding 5% of the total order value. This penalty is in addition to compensating NILFISK for any additional costs (including but not limited to, expediting costs and losses due to production line stops) incurred due to the delay. NILFISK's acknowledgement of receipt of goods will not constitute acceptance and payment prior to inspection will not constitute a waiver of any of NILFISK's rights under these Terms.

**INSPECTION AND QUALITY.** NILFISK may inspect all goods ordered at all times and places, including during the period of manufacture. Such inspection may, at NILFISK's option, include confirmation of Supplier's compliance with any required quality control and procedures. Supplier will permit NILFISK and/or its designee's access to Supplier's facilities at all reasonable times and will provide all assistance necessary for such inspection and/or confirmation at no additional cost to NILFISK. All goods are subject to final inspection and acceptance any time after delivery to NILFISK. Payment for delivered goods will not constitute acceptance. NILFISK may reject any goods that do not meet the specifications set forth in this order. NILFISK may return any such goods to Supplier for reimbursement, credit, replacement or correction as NILFISK may direct, or NILFISK may correct and/or replace such goods at Supplier's expense. Supplier will reimburse NILFISK for any packaging, handling and transportation costs NILFISK incurs with respect to rejected goods. NILFISK may revoke its acceptance of goods at any time, whether or not a substantial modification in the goods has been made, if a defect in the goods which could not have been discovered during NILFISK's normal inspection procedures or which is not normally discoverable until the goods are used substantially impairs the value of goods to NILFISK. Neither NILFISK's exercise of, nor its

failure to exercise, any rights provided hereunder will relieve the Supplier from responsibility for such goods that are not in accordance with the order requirements.

**PAYMENT; PRICE; TAXES; SETOFF.** Unless otherwise expressly agreed by NILFISK and Supplier, NILFISK will pay the prices stipulated in this order for goods delivered and acceptable, less deductions, if any, 93 days end of month from the date of correct invoice. Supplier's prices will be exclusive of any federal, state or local sales, use or excise taxes levied upon, or measured by, the sale, the sales price, or use of the goods. Supplier will list separately on its invoice any such tax lawfully applicable to the goods and payable by NILFISK. All claims for money due or to become due from NILFISK may be subject to deduction or set off by NILFISK for any counterclaim arising from this or any transaction with Supplier. NILFISK reserves the right to withhold payment in cases of repeated delays beyond the specified delivery dates.

**WARRANTY.** Supplier warrants that all goods and services furnished under this order: (i) conform to all applicable representations, drawings, samples, plans, designs, specifications, and descriptions; (ii) are free from all defects in design, material and workmanship; (iii) are merchantable and fit and sufficient for purpose intended; and (iv) are free and clear of any and all liens and encumbrances. All warranties survive NILFISK 's acceptance, use and/or payment and will run to NILFISK and its customers.

**INSURANCE.** Supplier shall, at it's own expense, maintain and keep in full force and effect a reasonable level of insurance for general commercial liability, product liability (including recall) and professional insurance. All insurances shall have coverage limits appropriate to the nature of the products and/or services provided and acceptable to NILFISK. The insurances must be taken out by a reputable insurance company to the satisfactory of NILFISK. Upon request, the Supplier shall provide

NILFISK with valid certificates of insurance and evidence of payment of premiums. Such documentation must clearly state the coverage types, limits, and the period of validity.

NILFISK reserves the right to require the Supplier to increase coverage limits or obtain additional insurance where reasonably necessary, taking into account the nature of the goods or services supplied and associated risks.

**LIMITATION OF LIABILITY.** In no event will NILFISK be liable for any indirect, consequential, collateral, special or incidental damages, any loss of profits, loss of goodwill, or punitive damages, whether such claim is based on contract, tort, statutory strict liability, warranty, or any other theory of liability, even if the affected party is advised in advance of the possibility of such damages. NILFISK 's total liability for damages under these Terms, any NILFISK order, and any Supplier order acknowledgement will not exceed NILFISK 's purchase price for the particular product(s) from which the claim(s) arose. Any actions or claims by Supplier must be commenced within 12 months after the occurrence giving rise to the action or claim.

**PRODUCT INDEMNIFICATION.** Supplier will indemnify, defend, and hold harmless NILFISK , its officers, directors, employees, agents, successors, subsidiaries, affiliates, customers and users of the goods ("NILFISK Indemnitees") from and against any and all loss, damage, liability, and expense (including recall, repair, and replacement expenses and other incidental and consequential damages, court costs, and attorney fees) arising as a result of Supplier's performance or nonperformance of its duties under these Terms including, without limitation, any: (a) actual or alleged copyright or trademark infringement arising out of the purchase, sale or use of the goods or provision of services covered by this order; (b) actual or alleged defects in such goods or services; (c) actual or alleged breach of warranty; or (d) failure of Supplier to deliver the

goods or services on a timely basis. At NILFISK 's request, Supplier will assume promptly full responsibility for the defense of any action described in this paragraph that may be brought or threatened by a party against Supplier and/or NILFISK.

**PATENT INDEMNIFICATION.** Supplier will indemnify, defend and hold harmless the NILFISK Indemnitees from and against any and all loss, damage, liability, and expense (including incidental and consequential damages, court costs and attorney fees) arising as a result of any claim that the manufacture, use, sale or resale of any goods infringes any patent or patent rights in any country. Supplier will when notified, defend any action or claim of such infringement at its own expense. If the sale and/or use of the goods is enjoined, Supplier will at its own expense, either procure for NILFISK the right to continue using such goods, or replace same with equivalent non-infringing goods, or modify such goods so they become non-infringing, or remove the goods and refund the purchase price, including transportation, installation, removal and other charges, as mutually agreed upon between NILFISK and Supplier.

**CONFIDENTIAL INFORMATION; PUBLICITY.** Any information that Supplier receives or otherwise has access to in connection with these Terms ("Confidential Information") is and will remain the property of NILFISK. Confidential Information may only be used to the extent necessary to perform these Terms. Supplier will not disclose Confidential Information to any third party without NILFISK 's prior written consent. Supplier will not advertise or publish the fact that NILFISK has contracted to purchase goods from Supplier or disclose any information relating to the order without NILFISK 's written permission.

**TERMINATION; DEFAULT.** NILFISK may terminate this order or any part of it for convenience by notice to Supplier. Upon receipt of notice, Supplier will

immediately stop all work and cause any of its suppliers or subcontractors to cease such work. NILFISK will pay Supplier for all goods that: (i) are ready for shipment in accordance with this order's delivery schedule prior to Supplier's receipt of the termination notice; and (ii) conform to all requirements of this order. NILFISK will not pay for any work done after Supplier's receipt of notice of termination, nor for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided. NILFISK may terminate this order or any part hereof for cause in the event of a default by Supplier. "Default" means (i) Supplier's failure to comply with the order or any of these Terms, (ii) Supplier's failure to give NILFISK, upon request, reasonably assurances of Supplier's future performance, (iii) insolvency, bankruptcy, liquidation or dissolution of Supplier, or (iv) any other event which causes reasonable doubt as the Supplier's ability to render due performance hereunder. In the event of default, NILFISK may, upon written notice to Supplier but without further liability to Supplier: (i) waive all or any part of the default; (ii) agree in writing to any change in or modification of this order as NILFISK may in its judgment deem advisable; (iii) cancel this order in whole or in part; (iv) purchase goods in substitution for the goods and charge Supplier for any excess cost resulting therefrom; and/or (v) exercise any other right or remedies NILFISK may have.

**COMPLIANCE WITH LAW.** Each party will comply with all national, state, regional, and other local laws and regulations applicable to its performance under these Terms. Without prejudice to the previous sentence, Supplier will comply with: (a) all applicable anti-corruption laws and not give anything of value to any party in order to obtain improper benefits for itself or for NILFISK : and (b) all export control laws and regulations, and must advise NILFISK whether or not the products in NILFISK 's order are: (i) dual use items, and if so, their classification; (ii) items made in the U.S.; or (iii) items made outside the U.S., but containing at least 10% U.S.-made content. Any additional provisions on legal

compliance and corporate social responsibility are in the Legal Compliance and Code of Conduct Appendix signed by the Parties and appended to these Terms.

**GOVERNING LAW AND VENUE.** These Terms, any NILFISK order, and any Supplier order acknowledgement are governed by and construed in accordance with the internal laws (and not the laws of conflicts) of Singapore, and the courts of Singapore have sole and exclusive jurisdiction and venue of any dispute relating to these Terms and any Customer order, or the business relationship between NILFISK and Supplier. Supplier expressly agrees to such choice of law and venue.

**FORCE MAJEURE.** NILFISK may delay delivery or acceptance of goods due to forces beyond its control. Supplier will hold any delayed goods at the direction of NILFISK and will deliver the goods when the cause affecting the delay has been removed.

**REMEDIES.** The rights and remedies provided NILFISK herein will be cumulative and in addition to any other remedies provided by law or equity.

**MISCELLANEOUS.** NILFISK 's failure to enforce any of the provisions of these Terms will not be

construed as a waiver of such provisions nor a waiver of NILFISK 's right to enforce such provisions in the future. In the event that a provision of these Terms or any NILFISK order is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of these Terms and the applicable NILFISK order will remain in full force and effect. No part of this order may be assigned or subcontracted without the prior written approval of NILFISK. All sections relating to payment, ownership, confidentiality, indemnification and duties of defence, representations and warranties, waiver, and provisions which by their terms extend beyond the term will survive the termination of these Terms and any NILFISK order. These Terms and any NILFISK order may not be modified except by written agreement signed by both parties. Except as otherwise provided, these Terms and any NILFISK order are binding upon and inure to the benefit of the parties' successors and lawful assigns. NILFISK and Supplier are separate entities and nothing in these Terms or any NILFISK order will be construed as creating an employer-employee or joint venture relationship.