

# Standard Product Warranty Exhibit

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## STANDARD PRODUCT WARRANTY EXHIBIT TO PROCUREMENT SUPPLY AGREEMENT

Supplier warrants that Product will:

- ◆ be new and free from defects in material or workmanship,
- ◆ will conform to any samples or specifications provided to Tennant and to any statements made to Tennant by Supplier's representatives or made on the containers or labels or advertisements for such Product,
- ◆ be adequately contained, marked and labeled.

Supplier further warrants that:

- ◆ it has good title to Product and the right to sell Product to Tennant.
- ◆ all Product furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which Product of like kind are normally used.

If Supplier knows or has reason to know the particular purpose for which Tennant intends to use Product called for under this Agreement, Supplier warrants that such Product will be fit for such purpose.

Tennant's inspection, testing, acceptance or use of the Product furnished hereunder shall not affect the Supplier's obligations under this warranty.

Supplier's warranty shall run to Tennant, its successors, assigns, customers and users of products sold by Tennant.

Supplier agrees that promptly upon notice from Tennant, it will replace Product without expense to Tennant unless Tennant agrees in writing that Supplier may repair or correct the defects in Product rather than replace them. Should Supplier fail in a timely fashion to correct defects in or replace nonconforming Product, Tennant, after reasonable notice to Supplier, may make such corrections or replace such Product and charge Supplier for all costs incurred by Tennant in doing so.

In the event of any field failure, Supplier shall immediately take corrective action to rectify the problem and provide Tennant with notice and Supplier's correction plan. Supplier shall be liable for Tennant's warranty costs and expenses including but not limited to freight, parts, labor, travel and related expenses in connection with diagnosis and repair or replacement of field failures.

Supplier further agrees to provide Tennant with timely notice of other customer's failure experience of same or similar parts.

Supplier's warranty shall be effective for the period identified in the Tennant Procurement Supply Agreement.