



## TENNANT UK CLEANING SOLUTIONS LTD. GENERAL TERMS & CONDITIONS (GOODS)

**GENERAL.** All sales and/or quotations for goods furnished by Tennant UK Cleaning Solutions Ltd. ("Tennant") or its authorized agents are conditioned upon Buyer's acceptance of the following documents (in order of priority): (1) any mutually agreed and signed agreement; (2) any quotation provided by Tennant; and (3) these General Terms and Conditions (collectively the "Contract"); provided, however, that for online sales the priority of (1) above is only effective if Buyer properly logs in to Buyer's account to make the order (and not effective if checking out as a guest).

This Contract constitutes the entire agreement between Tennant and Buyer and supersedes all other agreements and undertakings, whether written or oral, between the parties with respect to the subject matter of the Contract. Tennant expressly rejects the inclusion of any different or additional terms proposed by Buyer and conditions its obligation to perform on Buyer's acceptance of these terms and conditions.

1. **PRICE.** Prices are firm for 30 days from the date of Tennant's written quotation and do not include any federal, state or local sales, duties, use, excise, or value-added taxes. For online sales, the prices are subject to change at any time without notice.

2. **PAYMENT.** Buyer's obligation to pay on time is of the essence to these terms, and Buyer will pay the invoiced amount without setoff or deduction. For offline sales, payments are due net 30 from the date of Tennant's invoice, and credit terms may be withdrawn or changed at any time. For online sales, a credit card authorization is made at the time of purchase and the goods are billed in full to the credit card upon shipment.

Fabrication and delivery may be delayed if an account is delinquent. If payment is not made on time, the Buyer will be obliged to pay the statutory interest rate for commercial debts on the outstanding amount. Buyer will pay all costs of collection including reasonable attorneys' fees and costs. Failure to pay full amounts may result, in Tennant's sole discretion, in a revocation of any licenses or rights provided under the transaction, including warranty support.

After expiry of the payment term set out above, the Buyer will be in breach of contract, without any notice of default required, and all of Tennant's contractual claims and debts will become immediately due and payable.

3. **ORDER MODIFICATIONS.** If Buyer requests to modify or cancel its purchase order after formation of a Contract, Tennant may accept or deny such request. If Tennant accepts the request, (i) Buyer will compensate Tennant for its reasonable expenditures made in reliance on Buyer's purchase order prior to its receipt of the modification request, including, without limitation, expenditures to design, procure, or manufacture non-standard components or configurations for machines, accessories, parts or consumables and (ii) Tennant will use commercially reasonable efforts to mitigate such expenditures after its receipt of the modification request. All material changes and those affecting fit, form, or function must be mutually agreed upon in writing. Buyer

is responsible for all reasonable costs and actual damages to Tennant related to delays caused by Buyer.

4. **DELIVERY TERMS AND TITLE.** All deliveries will be shipped by Tennant from the manufacturing facility of its choice. Unless otherwise agreed in writing, the delivery is pursuant to "Carriage Insurance Paid" (CIP), Incoterms 2010. Title to goods and risk of loss will pass upon delivery to the Buyer or the carrier, whichever occurs first. Tennant will select the carrier. Tennant may make partial shipments.

All orders placed by Buyer are subject to stock being available. If the Buyer refuses or neglects to take possession of the goods, it nevertheless remains obliged to fulfill its payment obligations. In such case, the goods will be stored at the risk and expense of Buyer.

5. **SHIPPING DATES AND INSPECTION.** Performance and shipping dates quoted represent a reasonable estimate of the time required for manufacturing and shipping at the time of order quotation or acceptance. An agreed delivery date is not a final deadline, unless expressly agreed otherwise in writing. Tennant will not be liable for damages or penalty for carrier's delay in delivery or for failure to give notice of any delay, and the carrier will not be deemed to be an agent of Tennant.

Buyer must inspect and report all claims for shortages or incorrect charges within ten (10) days after Buyer's receipt of that particular shipment. Requests for proof of delivery must be received in writing within thirty (30) days after receipt of the invoice for the goods.

6. **LIMITED PRODUCT WARRANTY.** Tennant's standard manufacturer's limited warranty – which is available on the Tennant quotation, the Tennant product brochure, at <http://tennant.co.uk/warranty>, or from Tennant upon request – is the sole and exclusive obligation to the Buyer for any goods sold under these General Terms and Conditions.

7. **WARRANTY LIMITATION.** The limited product warranty provided by Tennant is exclusive and is given and accepted in lieu of any and all other warranties express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose and all other remedies.

8. **LIMITATION OF LIABILITY.** Tennant's liability is limited to actual and direct damages; in no event will Tennant be liable to Buyer for any incidental, consequential, punitive, or special damages for any reason, including arising from delays in delivery, installation and/or use of the goods by Buyer, regardless of the theory advanced. Tennant's total liability arising out of the supplying or use of goods, whether in contract, tort, or otherwise, will not exceed the cost of the goods sold for which any claim is made.

Nothing in these terms and conditions will limit or exclude Tennant's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents, or

subcontractors (as applicable), (ii) fraud or fraudulent misrepresentation, or (iii) any other matter in respect of which it would be unlawful for Tennant to exclude or restrict liability.

**9. INDEMNIFICATION.** Subject to the limitations in these General Terms and Conditions, Tennant will indemnify, defend, and hold Buyer harmless from and against any claim, demand, cause of action, or liability for actual and direct damage to the extent arising from Tennant's negligence or intentional misconduct in connection with its provision of goods to Buyer. Buyer agrees to indemnify, defend, and hold Tennant harmless from and against any claim, demand, cause of action, or liability caused by third parties against Tennant relating to Buyer's use or installation of the goods, and to pay any costs and expenses incurred by Tennant to enforce Buyer's obligations.

**10. DATA PROTECTION.** Buyer warrants that prior to the transfer of any personal information about an individual to Tennant it has obtained the appropriate and valid consent of each relevant individual and to the transfer of his/her personal data and will, on request from Tennant, provide Tennant with a copy of such consent. Personal data collected outside the United States may be transferred to Tennant Company, Tennant's parent company in the U.S. Tennant Company has set forth a data transfer agreement which is compliant with standard contractual clauses approved by the European Commission.

**11. ORBIO® CLEANING SOLUTION.** Unless expressly authorized by Tennant in writing, Buyer may only use Orbio cleaning solutions for its own internal use and may not resell the solution to third parties. Buyer is responsible for ensuring that all cleaning solutions are labeled and used in accordance with applicable health and safety regulations.

**12. INTELLECTUAL PROPERTY RIGHTS.** All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, patents, patent applications, trademarks, trade dress, and all other information, technical or otherwise, which was developed, made, or supplied by or for Tennant in the production of any goods sold, rendered, or licensed hereunder, including any and all derivative works, will be and remain the sole property of Tennant (or its licensors, if any) and Tennant may use them for any purpose and for any other person or entity, including Tennant. Buyer will not reverse engineer any goods.

**13. EXPORT.** Buyer understands that Tennant is a direct, wholly-owned affiliate of Tennant Company, a U.S. company, and is therefore subject to certain U.S. laws and regulations. In this regard, Buyer will not disclose, export, re-export, or divert any goods supplied by Tennant or any technical information, document or material, or direct goods thereof, to any country or person to whom such disclosure, export, or diversion is restricted by U.S. law unless all necessary and appropriate authorization has been obtained from the U.S. government.

**14. CONFIDENTIALITY.** Neither party shall at any time divulge, disclose or otherwise furnish, directly or indirectly, to any third party any confidential information unless explicitly permitted herein or required by law. This Article shall not apply to any information which the receiving party can demonstrate (i) is or becomes public knowledge other than by breach of the Contract by the receiving party; or (ii) is in the possession of the receiving party without restriction in the relation to the disclosure before the date of receipt from the disclosing party; (iii) is received from a third party who lawfully acquired it and who is under no obligation

restricting its disclosure; or (iv) is independently developed without access to the confidential information.

**15. SECURITY INTEREST.** Buyer agrees to sign or authenticate, when requested by Tennant, such documents as are necessary for Tennant to acquire and perfect a security interest in goods sold hereunder to Buyer, together with all proceeds thereof, to secure Buyer's performance and payment of all amounts due on this sale. Buyer authorizes Tennant to file a financing statement, and Tennant will release any security interest upon full payment. Notwithstanding, upon delivery Tennant (i) cannot direct the disposition of the goods, (ii) cannot rescind the transaction, (iii) cannot prohibit the Buyer from using the goods in the ordinary course of business, and (iv) has no other rights that would normally rest with the holder of a lien on the goods.

**16. FORCE MAJEURE.** Neither party will be liable for any delay or failure to perform where such timely performance is beyond the reasonable control of such party, including, without limitation, acts of God, acts of governmental authorities, changes in applicable law, fire, flood, labor dispute, shortage, insurrection, war, terrorism, or inability to obtain export or import licenses.

During force majeure all of defaulting party's obligations will be suspended. Should the period in which a party cannot fulfill its obligations as a result of force majeure continue for a period longer than ninety (90) calendar days, either party will be entitled to terminate in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection here with.

**17. GOVERNING LAW AND DISPUTES.** The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

**18. SEVERABILITY.** If any provision of these terms and conditions is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions will not be in any way affected or impaired.

**19. ASSIGNMENT AND WAIVER.** Buyer may not assign the Contract without the prior written consent of Tennant, which consent will not be unreasonably withheld or delayed. Assignment without such consent is void. A waiver of any default hereunder or failure to enforce any term or condition of the Contract will not be construed as a waiver of any right available to either party hereunder.