

BISSELL International Trading Company B.V.
BISSELL Purchase Order
Terms and Conditions

- 1. Acceptance & Governing Terms.** These terms and conditions form a part of, and are incorporated into, a “Purchase Order” issued by BISSELL International Trading Company B.V. (hereinafter “BISSELL”) for the purchase of goods or services specified on the Purchase Order. The Purchase Order constitutes an offer by BISSELL, made to the seller/vendor identified on the Purchase Order (hereinafter “Supplier”), to purchase certain goods and services (individually referred to herein as “Goods” or “Services”, or collectively referred to herein as “Goods/Services”) specified on the Purchase Order. The Purchase Order does NOT constitute an acceptance of any offer, quote or proposal made by Supplier. Any reference to, or inclusion of, an offer, quote or proposal made by Supplier (even if signed by BISSELL) is solely for the purpose clarifying the description and/or specifications associated with the Goods/Services, but shall have no legal effect and is not intended by the parties to conflict with the Purchase Order. Supplier’s (i) written acceptance, (ii) commencement of any work under the Purchase Order, or (iii) any other conduct by Supplier that recognizes the existence of a contract with respect to the subject matter of the Purchase Order shall constitute Supplier’s complete and full acceptance of the Purchase Order and these terms and conditions without exception. The parties agree that to the extent Supplier provides any documents or terms that are in addition to, in conflict with, or inconsistent with the Purchase Order or these terms and conditions, Supplier’s terms are and shall be expressly rejected by the parties, and without force or effect. For clarification, these terms and conditions shall govern notwithstanding any conflict with Supplier’s acceptance, acknowledgment or other stated terms, and shall be deemed incorporated into the Purchase Order as if set forth fully therein. The obligations of Supplier hereunder shall extend to all BISSELL “Affiliates” which are defined as entities that (i) own, (ii) are owned by, or (iii) are under common ownership with, BISSELL.
- 2. Quantity.** The quantity of Goods shall be defined in the Purchase Order. If Supplier delivers excess Goods, BISSELL may return such excess to Supplier at Supplier’s expense or retain the excess, in which case BISSELL shall not be required to pay for the excess unless and until BISSELL shall make use of such excess. BISSELL’s acceptance of a delivery containing less than the required quantity shall not relieve Supplier of its obligation to deliver the balance of the ordered Goods, and does not waive any of BISSELL’s rights with respect to a default under the terms and provisions of the Purchase Order for incomplete delivery. Authorized Services will be defined in the Purchase Order or a Description of Services/Statement of Work (“SOW”) that has been entered into between the parties. BISSELL is under no obligation or commitment to purchase Services beyond what has been specifically authorized in advance by BISSELL.
- 3. Delivery.** For Goods: Unless otherwise agreed by the parties, delivery of Goods shall be DDP Destination to BISSELL’s specified facility or other specified destination. Seller will incur all delivery expenses to get Goods to the designated destination including origin port fees and export clearance. Deliveries shall (i) follow BISSELL’s shipping procedures, (ii) be suitably packed for shipment by Supplier in accordance with the specifications, (iii) be marked for shipment to the destination specified in the applicable Purchase Order, and (iv) except as noted in the Purchase Order, follow INCOTERMS 2010 if international delivery. Unless otherwise specified on the Purchase Order, Supplier shall deliver the Goods within thirty (30) days of the date of the Purchase Order. Supplier shall bear all risk of loss until acceptance of delivery by BISSELL. Title to Goods shall pass upon unloading at specified destination, or sooner if otherwise specified on the Purchase Order. If a delivery date is specified on the Purchase Order, BISSELL may refuse delivery of Goods that arrive more than two (2) days prior to the stated delivery date. Supplier is responsible for any premium freight charges incurred to meet any delivery date. Supplier shall ensure that each shipment/delivery is accompanied by applicable Material Safety Data Sheets and Certificates of Analysis. Supplier shall deliver Goods just-in-time (JIT). For Services: The authorized Services will be delivered pursuant to the timelines, deliverables and stated prices/costs contained in the Purchase Order, SOW or similar BISSELL generated document. BISSELL is under no obligation or commitment to purchase Services that are not delivered consistent with agreed upon timelines, deliverables and stated prices/costs.
- 4. Notice of Delay.** Time is of the essence. If Supplier anticipates difficulty in complying with the designated delivery date or in meeting any of the other timelines or deadlines, Supplier shall immediately notify BISSELL in writing. Such notice shall be informational only and its receipt shall not be construed as a waiver of any delivery schedule/deadlines or of any rights or remedies available to BISSELL.
- 5. Excusable Delay/Force Majeure.** The obligations of the parties shall be temporarily excused to the extent that performance is prevented by an occurrence or act beyond the performing party’s control, and not due to such party’s fault or negligence. Such occurrences or acts include: riots, fire, war, military actions, floods, labor strikes or work stoppages, acts of terrorism, acts of God, and any ruling, ordinance, law or regulation of any governmental body having jurisdiction (each a “**Force Majeure Event**”) provided, however, that Force Majeure Events do not include, and the parties shall not be excused from any its obligations due to, economic hardship, changes in market conditions, insufficiency of funds, unavailability or increased cost of equipment, materials or supplies, or labor difficulties (other than labor strikes). If BISSELL identifies a Force Majeure Event,

Supplier shall hold delayed Goods at the direction of BISSELL and shall deliver them when the cause affecting the delay has been removed. BISSELL shall be responsible only for Supplier's direct additional out-of-pocket costs in holding any Goods or delaying performance of the Purchase Order at BISSELL's request. Supplier shall notify BISSELL of any Force Majeure Event as soon as it occurs and give BISSELL its best estimate of revised delivery date. Notwithstanding anything to the contrary, BISSELL reserves the right to reject Supplier's revised delivery date and to cancel the Purchase Order without any liability. If Supplier's production is only partially restricted or delayed, Supplier shall use its best efforts to accommodate the requirements of BISSELL, including without limitation giving the Purchase Order preference and priority over those of other customers that were placed after the Purchase Order. In any event, Supplier shall maintain a contingency plan to avoid any delay in the delivery of Goods/Services under the Purchase Order associated with events beyond Supplier's reasonable control.

6. Invoices, Price and Payment Terms. Within thirty (30) days after the performance of Services or delivery of Goods, Supplier shall submit to BISSELL an accurate invoice that contains the corresponding Purchase Order number. Supplier shall submit invoices only after Services have been fully rendered, and/or all Goods have been shipped. The Goods/Services shall be furnished at the price set forth on the Purchase Order. Supplier must obtain BISSELL's prior written consent to exceed the price set forth in the Purchase Order. Supplier acknowledges and agrees that its failure to obtain such prior written consent relieves BISSELL from paying any prices, fees, costs or expenses that exceed the price set forth in the Purchase Order, and constitutes Supplier's waiver and permanent discharge of all claims against BISSELL for any prices, fees, costs or expenses in excess of the Purchase Order. Supplier's invoices are payable only in U.S. dollars. All prices shall be based on the delivery terms specified on the Purchase Order. An invoice will be paid only after confirmation by BISSELL that the Services were fully rendered and/or all Goods were received, and that such are in good order and conform to the authorized Purchase Order and/or any governing document. Provided that the Goods/Services are in good order, conform to specifications and BISSELL's quality assurance requirements, and that an accurate invoice has been received, BISSELL shall pay Supplier for Goods/Services within ninety (90) days from receipt of an accurate invoice. Supplier warrants that the prices for the Goods/Services are no less favorable than those currently extended to any other customer for the same or similar Goods/Services in similar quantities. BISSELL shall receive the full benefit of all discounts, premiums and other favorable terms of payment customarily offered by Supplier to its other customers. If Supplier reduces its price of the Goods/Services during the term of the Purchase Order for other customers, Supplier shall correspondingly reduce the prices in the Purchase Order to BISSELL. Supplier warrants that the prices in the Purchase Order are complete and no additional charges of any type shall be added without BISSELL's prior written consent including, without limitation, duties, customs, tariffs, taxes, shipping, packaging, labeling, storage, insurance, boxing, crating/containers, travel costs, lodging, mileage and meals. Supplier shall not charge or invoice BISSELL for any travel time, general office administration costs or routine communication or postage expenses. All claims for money due or to become due from BISSELL shall be subject to deduction or set-off against sums owed by Supplier or by reason of any counterclaim arising out of the Purchase Order. Such deduction or setoff shall be in addition to any other rights or remedies available to BISSELL at law or equity or pursuant to these terms and conditions. BISSELL shall not be responsible to pay, and Supplier forever waives and discharges, any amounts due under an invoice for Goods/Services that were not invoiced within one hundred and twenty (120) days after performance of Services or delivery of Goods.

7. Manufacture of Goods.

(a) **Specifications.** Supplier shall manufacture Goods according to specifications on the Purchase Order and/or governing document unless otherwise specified in writing by BISSELL. Any changes in the specifications must be in writing and signed by BISSELL. Supplier shall not change materials, designs or processes without BISSELL's prior written consent. BISSELL may revise specifications upon written notice to Supplier, which revisions shall be immediately implemented by Supplier. However, if any such revisions cause an increase or decrease in the cost or the time required for performance, an equitable adjustment of the price shall be made, and the Purchase Order shall be modified in writing accordingly. At BISSELL's request, Supplier shall cooperate with BISSELL's employees and agents in developing additional or revised specifications for Goods, including without limitation a revised price, quantity or delivery date, if appropriate.

(b) **Inspection/Access to Premises.** During the term of the Purchase Order, BISSELL and its representatives shall have reasonable access to Supplier's facilities to inspect/audit the Goods, processes and quality assurance. Supplier shall provide all tools, facilities and assistance reasonably necessary for such inspection at no cost to BISSELL. At BISSELL's request, Supplier shall submit its production and quality test reports and related data to BISSELL. The fact that BISSELL has inspected or tested, or has failed to inspect or test, the Goods or facilities shall not affect any rights of BISSELL under the Purchase Order and these terms and conditions, and the Goods shall remain subject to final inspection and acceptance by BISSELL after delivery to BISSELL.

8. Representations & Warranties. For Goods: Supplier represents and expressly warrants that all Goods covered by the Purchase Order shall: (a) conform to the specifications, drawings, samples or descriptions furnished to or by BISSELL; (b) be of good quality and consistent with BISSELL's quality assurance requirements; (c) be free from defects in material and workmanship; (d) be free from defects in design (unless BISSELL provided the design); (e) be new, merchantable and free from latent defects; (f) comply with all applicable laws, rules and regulations, and (g) do not infringe upon a third party's intellectual property.

Supplier also warrants that it has clear title to the Goods and that the Goods shall be delivered free of liens and encumbrances. Supplier also warrants that it will keep all Goods, as well as any BISSELL property in its possession or control, free and clear of any all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options, or other encumbrances of any kind. Supplier also warrants and acknowledges that Supplier knows of BISSELL's and/or its customer's intended use and expressly warrants that all Good covered by the Purchase Order shall be fit and safe for the particular purposes intended by BISSELL and/or its consumers. For Services: Supplier represents and expressly warrants that at the time of performance of the Services, and continuously thereafter, the Services and deliverables: (i) shall meet BISSELL's specifications and requirements, (ii) shall be Supplier's original work, or Supplier shall have acquired all rights necessary if not Supplier's original work, (iii) shall comply with applicable industry standards and standards of care employed by leading vendors in the industry for projects of this kind and scope, (iv) shall be in conformity with the requirements of Laws, (v) shall be performed by qualified personnel (e.g., possessing the necessary knowledge, skills and expertise) in a diligent, prompt and professional manner, (vi) shall be delivered in a good, competent and workmanlike fashion, and in a timely manner consistent with any BISSELL deadlines or timelines, and (vii) the Services and deliverables shall not infringe upon a third party's intellectual property or Confidential Information. For Good/Services, all warranties herein shall inure to the benefit of BISSELL and BISSELL's successors, assigns, affiliates, customers and to all users of the Goods/Services.

9. Compliance. Supplier warrants that (i) Supplier will fully comply with, (ii) all Goods and their components shall be manufactured, assembled, labeled, packaged, shipped and delivered in accordance with, (iii) all Services shall be performed and delivered in accordance with, and (iv) all required notices shall be given in compliance with, the applicable laws, rules, orders, judgments, and regulations ("Laws") including but not limited to labor laws, anti-corruption and anti-bribery laws, and in accordance with BISSELL's "Supplier Code of Conduct". Supplier shall secure any and all permits, fees, licenses, authorizations and inspections necessary for the manufacture and supply of Goods/Services. Supplier shall furnish written certification of such compliance at BISSELL's request. Supplier (including any affiliate or contractor performing under the Purchase Order) will not employ children, prison labor, indentured labor, bonded labor or use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local law, an individual of less than 15 years of age is considered as a child.

10. Insurance. To fully protect both Supplier and BISSELL (including its shareholders, employees, officers, directors, agents, Affiliates and representatives) from any claims of property damage, personal injury or death, or economic loss alleged by any person due to a breach of these terms and conditions (including specifically Suppliers' warranties), or as a result of the negligent performance of Services or the willful misconduct of Supplier or any person engaged or employed by Supplier to perform Services hereunder, Supplier shall carry and maintain during the term, at Supplier's expense, and cause any subcontractors to maintain, insurance coverage (i) as is customary and reasonable to insure against loss or damage (including personal or bodily injury, death, property damage and economic loss) caused by Supplier's conduct or performance, (ii) at minimum coverage amounts that are in accordance with BISSELL's corporate policy, and (iii) as is customary and reasonable to insure against the risks associated with the Goods/Services to be provided. For Goods, this coverage shall include, at a minimum, products completed, operations, commercial general liability, product liability insurance, contractual liability insurance, and umbrella coverage with minimum primary policy limits of not less than One Million Dollars (\$1,000,000) per occurrence, and minimum excess or umbrella policy limits of not less than Ten Million Dollars (\$10,000,000) per occurrence. For Services, this coverage shall include, at a minimum, worker's compensation, comprehensive general liability, professional liability errors and omissions, comprehensive automobile liability, and umbrella coverage with minimum primary policy limits of not less than One Million Dollars (\$1,000,000) per occurrence, and minimum excess or umbrella policy limits of not less than Ten Million Dollars (\$10,000,000) per occurrence. Supplier shall also insure all property owned or paid for by BISSELL on Supplier's premises (including without limitation work in process whether or not title has passed) against loss or damage to the fullest extent of its insurable value, without deductible, at Supplier's cost, and shall designate BISSELL as the loss payee. At BISSELL's request, Supplier shall name BISSELL and its designed Affiliates as an additional insured under such policies. Supplier shall provide evidence of coverage to BISSELL upon request. Supplier irrevocably and unconditionally waives and releases, and will cause its insurers to irrevocably and unconditionally waive and release, any rights of subrogation for claims against BISSELL, to be documented to BISSELL's satisfaction.

11. Confidential Information.

- (a) The term "Confidential Information" means all proprietary information, documents or materials (whether tangible or intangible, printed, electronic, or otherwise), and items embodying such information, relating to the business that the discloser conducts, that is not generally known to the public. Confidential Information includes (i) anything that is designated in writing to be confidential or proprietary, (ii) the Purchase Order and all terms and conditions thereof, (iii) information disclosed during the course of negotiations, and (iv) information disclosed during the operation/performance hereunder including, but not limited to, (a) the identities of or information concerning discloser's customers and business partners; (b) discloser's business and business plans; (c) discloser's marketing plans and materials; (d) financial information concerning discloser or its Affiliates; (e) information concerning discloser's

pending patents, trade secrets and other Intellectual Property; (f) discloser's business techniques and methodologies, operating procedures, systems operations, and management tool; (g) information from third parties that discloser is obligated to treat as confidential; (h) information derived from Confidential Information (e.g., through testing, analysis or processing), and (i) all other information of a similar nature. Examples of Confidential Information include specifications, product or component pricing, product plans, markets, developments, inventions, engineering, samples, prototypes, sketches, drawings, designs, blueprints, CAD files, concepts, ideas, formulas, ingredients and software programs.

- (b) Both parties understands that they may be exposed to Confidential Information of the other party in the course of performing under this Purchaser Order, and that the protection and preservation of such Confidential Information is vital to each party's business success. Therefore, the recipient agrees to hold Confidential Information in strict confidence, and not disclose Confidential Information to any third party except (i) with the prior written consent of discloser, (ii) if recipient can demonstrate that such information has become public knowledge through no improper action or negligence of recipient or other third party under a duty to hold such information in confidence, or (iii) if recipient is required to disclose the Confidential Information under applicable Laws. However, a party whose information is to be disclosed shall, if legally permitted, be notified sufficiently in advance so that it may seek a protective order. Supplier shall not use BISSELL's Confidential Information except to fulfill the Purchase Order. Supplier agrees that it shall be a material breach to disclose Confidential Information except as authorized above.
- (c) Supplier agrees to take all reasonable care, including without limitation all reasonable precautions requested by BISSELL, to ensure that Confidential Information is not disclosed to others. Supplier agrees that all embodiments of Confidential Information are and shall remain the sole and exclusive property of BISSELL, regardless of who prepared or possesses the same. At any time upon the request of BISSELL, Supplier will immediately return to BISSELL all Confidential Information in Supplier's possession or control. Supplier shall not retain any copies or facsimiles (electronic or paper) of any Confidential Information. The terms of this entire Section on "Confidential Information" shall survive the expiration or earlier termination of the Purchase Order.

12. Use of BISSELL's Marks. Supplier shall not use the corporate names, trademarks, service marks or logos of BISSELL or any of its Affiliates, including without limitation, in press releases, advertisements and other promotional materials, without BISSELL's prior written consent.

13. Indemnification. Supplier shall indemnify and hold harmless BISSELL, and BISSELL's distributors, dealers, customers, Affiliates, agents, officers, directors, Affiliates, successors and assigns, from and against any and all claims (including third party claims), losses, costs, fines, damages (including without limitation property damage, personal injury, death, or economic loss) and expenses (including without limitation reasonable attorneys' fees) incurred by or assessed against BISSELL or its Affiliates (whether by judgment, order, or negotiated settlement), arising out of or relating to (a) any breach hereunder by Supplier, (b) the negligence, gross negligence, errors, omissions, bad faith, intentional or willful misconduct of Supplier or Supplier's Affiliates and subcontractors or their respective employees or other representatives and agents, (c) a breach of any warranty or representation made by Supplier, (d) the performance or lack of performance under this Purchase Order by Supplier (or its Affiliates, subcontractors or respective employees), (e) any actual or alleged defect in the Goods or a failure of the Goods/Services to comply with any specifications, or (f) any actual or threatened claims of infringement of intellectual property rights associated with the Goods/Services. Indemnification shall not exist, however, if claims, demands, losses, damages, liability or costs were caused by BISSELL's sole negligence or willful misconduct. Supplier will assume, at its own expense, the defense of any third party legal proceedings hereunder with reputable counsel reasonably acceptable to BISSELL, and is entitled to settle any such third party legal proceedings with BISSELL's prior written consent, not to be unreasonable withheld or delayed. BISSELL, at Supplier's cost, will reasonably cooperate with Supplier in the defense of such actions as Supplier may reasonably request.

14. Intellectual Property.

- (a) **Defined.** For purposes of this Purchase Order, the term "Intellectual Property" means copyrights, trademarks, patents, inventions (whether or not patentable), trade secrets, know-how, creative ideas, design rights, registrations, discoveries, developments, improvements, goodwill, drawings, specifications, CAD data, blueprints, concepts, designs, technology, works of authorship, mask works, trade names, trade dress, processes, methods, technologies, domain names, BISSELL names, logos, copyrights, industrial designs, formulas, techniques, procedures, plans, notes, suggestions, materials, artwork, software, documentation, and other such items which may constitute intellectual property in the Goods/Services including, without limitation, as they are contained in parts, components and ancillary materials associated with the Goods/Services. Intellectual Property also includes all rights that may be secured in such Intellectual Property in the United States or any other country or jurisdiction that is associated with the Intellectual Property (e.g., patents, patent applications, patentable rights, design rights, copyrights, moral rights, trade secret rights, mask work registration, trademarks, trademark applications, trademark rights, and other similar rights).

- (b) **Rights and Ownership.** Intellectual Property, including Intellectual Property contained in, resulting from, or arising out of the Goods/Services provided by Supplier (whether Supplier was acting alone or jointly with BISSELL), shall be, and at all times shall remain, the sole and exclusive property of BISSELL. Any improvements in Intellectual Property relating to the Goods/Services that are made by Supplier, alone or jointly with BISSELL or others, shall also belong exclusively to BISSELL. Acceptance of the Purchase Order by Supplier constitutes a written assignment of all such Intellectual Property from Supplier to BISSELL. Supplier hereby assigns to BISSELL all rights, titles and interests to all copyrights related to improvements that Supplier may have and waives all moral rights therein. Supplier will also cause its employees, subcontractors and employees thereof to assign to BISSELL (or to Supplier who will then assign to BISSELL) any Intellectual Property created by Supplier under this Purchase Order. Supplier will execute any documents that BISSELL reasonably determines are necessary to document BISSELL's rights in the Intellectual Property, or to secure or perfect any rights in the Intellectual Property. All copyrightable subject matter created by Supplier within the scope of Supplier's Goods/Services to BISSELL shall constitute "works-made-for-hire" as set forth in 17 U.S.C. Section 101 (to the extent such rights are asserted in the United States) and are the property of BISSELL, or to the extent works-made-for-hire does not apply, Supplier hereby assigns to BISSELL all right, title and interest to all copyrights and moral rights therein. Performance under this Purchase Order does not create any right or license whatsoever for the benefit of Supplier in or to any of Intellectual Property except that BISSELL grants Supplier a revocable-at-will, non-exclusive, royalty-free, license necessary to perform the Services and/or supply the Goods consistent with the Purchase Order. To the extent Supplier uses any Intellectual Property that BISSELL does not own in the Goods/Services, Supplier hereby grants to BISSELL a worldwide, non-exclusive, payment-free and royalty-free license in and to such Intellectual Property for the period during which the Goods/Services are supplied by Supplier, and for as long as the Goods/Services are in use by BISSELL and/or its consumers.
- (c) **Procedures.** Supplier agrees to (i) inform BISSELL promptly of any Intellectual Property that is developed or created setting forth in detail the procedures employed and the results achieved, (ii) at BISSELL's request and expense, apply for any United States and foreign letters patent, registrations or copyrights, either in Supplier's name or as BISSELL shall request, (iii) fully assign (and hereby does assign) to BISSELL any such Intellectual Property and rights thereto, and (iv) do such other acts (e.g., give testimony, assist with applications, execute documents, etc.) which, in the opinion of BISSELL, is necessary to obtain, support or perfect any patent, registration, copyright, or other right in the Intellectual Property.
- (d) **Non-Infringement.** Except to the extent that the Intellectual Property in question originated solely from designs or specifications provided by BISSELL, Supplier warrants and guarantees that the Goods/Services, and any resulting work product, will not infringe, violate or misappropriate any Intellectual Property of any third party. Supplier represents and warrants that there are no Intellectual Property claims or actions asserted, pending or threatened against Supplier by any third party. Supplier will provide BISSELL with immediate notice of such claims or actions if they arise. If any Goods/Services (or parts or elements thereof) become, or is likely to become, the subject of an Intellectual Property infringement, violation or misappropriation claim or action, then Supplier will, at its own expense, promptly (a) secure the rights necessary to continue using the Goods/Services (and any parts or elements thereof); or (b) replace or modify such Goods/Services (or parts or elements thereof) to make them non-infringing, such that the replacement or modification will not degrade the performance or quality of the Goods/Services.
- 15. Special Warnings.** Prior to and with the shipment of any Goods, Supplier shall furnish BISSELL with sufficient written warning and notice (including without limitation appropriate labels on goods, containers and packing) of any hazardous material that is a part of any of Goods, together with such special handling instructions necessary to advise carriers, BISSELL and their respective employees and agents on how to exercise due care and precaution to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods being shipped.
- 16. Default.** Each of the following shall constitute an event of default by Supplier: (a) Supplier's failure to timely or properly perform Services or deliver Goods, (b) Supplier's failure to deliver conforming Goods/Services as specified by BISSELL; (c) Supplier's failure to perform, observe or comply with, or Supplier's repudiation of, any material provisions of the Purchase Order or these terms and conditions (including but not limited to Supplier's representations and warranties); (d) Supplier's failure to make progress so as to endanger timely and proper completion of Services or delivery of the Goods; or (e) Supplier's insolvency or the filing of a voluntary petition of bankruptcy or liquidation by or against Supplier, or the appointment of a receiver, administrator or trustee for Supplier, or the execution of an assignment for the benefit of Supplier's creditors, if such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event; provided that Supplier may correct a failure or breach described in (b) or (c) above within ten (10) days (or such shorter commercially reasonable period specified by BISSELL) after receipt of notice from BISSELL specifying such failure or breach.
- 17. Remedies.** In the event of a breach, default or other event for which indemnification in Section 13 is permitted, BISSELL shall, in addition to its other rights and remedies at law or in equity, have the following rights and remedies to utilize in its discretion.
- (a) For Goods, BISSELL shall be entitled to (a) utilize all rights and remedies afforded under the applicable laws; (b) reduce quantities under a Purchase Order Document to the extent BISSELL rejects the Products as nonconforming; (c) cancel all or

any part of a Purchase Order Document; (d) require that the Supplier promptly repair or replace the non-conforming Goods at Supplier's expense in accordance with BISSELL's repair/replacement plan, and/or (e) collect from Supplier all damages, costs and expenses associated with Supplier's breach or nonconforming actions including, but not limited to, incidental and consequential damages, court costs, attorneys' fees, costs to conduct a recall or respond to governmental agencies, and costs related to resolving quality-related issues at Supplier's manufacturing facilities (including BISSELL employee expenses such as travel, hotel and meals). If BISSELL rejects nonconforming Goods, Supplier shall be solely responsible for all costs associated with the handling, transporting and disposing of any such nonconforming Goods. Nonconforming Goods shall not be replaced without BISSELL's written permission. BISSELL shall hold nonconforming Goods for disposition in accordance with Supplier's instructions and at Supplier's risk. Supplier's failure to provide written instructions within ten (10) days after notice of nonconformity shall entitle BISSELL, at BISSELL's option, to charge Supplier for storage and handling, or to dispose of the Goods, without liability to Supplier.

- (b) For Services, BISSELL shall be entitled to (a) reject the nonconforming Services without liability to BISSELL, (b) require that Supplier promptly re-perform the Services at no additional cost to BISSELL, (c) cancel all or any part of the Purchase Order, and/or (d) collect from Supplier all damages, costs and expenses associated with Supplier's breach or nonconforming actions including, but not limited to, incidental and consequential damages, court costs, and attorneys' fees.
- (c) All rights and remedies reserved to BISSELL under the Purchase Order and these terms and conditions are cumulative and in addition to all other remedies provided in law or equity. BISSELL's payment for or acceptance of any Goods/Services under the Purchase Order shall not (i) constitute an acceptance of such Goods/Services, (ii) discharge Supplier from its obligations hereunder including responsibility for latent defects, or (iii) limit or impair BISSELL's right to assert any legal or equitable remedy. BISSELL retains the right to withhold any payments due Supplier until Supplier cures any breach of, or default under, the Purchase Order or these terms and conditions. BISSELL may set-off any amounts due from Supplier to BISSELL pursuant to this Purchase Order with payments otherwise due to Supplier.
- (d) The parties acknowledge and agree that the Goods/Services to be rendered by Supplier hereunder are special and unique, and that the covenants and restrictions contained in this Purchase Order are reasonably required for BISSELL's protection. A breach or default (either actual or threatened) by Supplier may cause continuing and irreparable injury to BISSELL's business, for which the remedies at law will be inadequate. Therefore, Supplier agrees that in addition to any other monetary damages and remedies that may be available in law, equity or otherwise, in the event of a breach or default (actual or threatened), BISSELL shall have the right to specific performance and/or injunctive relief without the necessity of proving actual damages or providing bond.

18. Arbitration. Any and all disputes, controversies, claims or differences that may arise out of, in connection with, or in relation to the Purchase Order or these terms and conditions shall be settled, if possible, professionally and promptly through mutual consultation between the parties. In the event of the failure of such amicable settlement, all disputes shall be settled by final and binding arbitration conducted by an independent and impartial sole arbitrator selected by the parties, or pursuant to the rules of arbitration if consensus cannot be reached by the parties, within 14 days after written notice of arbitration is provided by the claiming party. Arbitration of disputes shall be conducted in accordance with the then existing rules of the Netherlands Arbitration Institute. The arbitration proceedings shall be conducted in English and the arbitrator must be fluent in English. The arbitration shall take place in Amsterdam, The Netherlands. The arbitrator shall have no power of Ex Aequo et Bono or Amiable Compositeur in rendering a decision. The request for arbitration shall sufficiently describe the nature of the claim(s) and the relief requested. The arbitration award/decision shall be rendered within six months of the appointment of the arbitrator, unless the parties reasonably determine that, in the interest of justice or the complexity of the case, such time limit shall be extended. The arbitration award may be enforced in any court of competent jurisdiction. The parties agree that the arbitration, including the pleadings, evidence and any award, shall remain confidential and may not be disclosed by themselves or the arbitrator to any third party, except as required by law or to enforce a binding decision. Nothing in this arbitration provision shall prevent a party from seeking temporary or emergency equitable relief with respect to any breach of the terms of the Purchase Order. During the pendency of any arbitration proceedings, and subject to the expiration or earlier termination of the Purchase Order in accordance with its terms prior to final resolution of such arbitration proceeding, and unless otherwise agreed in writing by the parties, Supplier and BISSELL shall continue to observe and perform their respective obligations and agreements under the Purchase Order. Each party shall bear their own costs and expenses in preparing and presenting its case (including costs associated with legal counsel, experts and witnesses). Costs and expenses of the arbitrator, or for the using the Netherlands Arbitration Institute to provide the procedural framework for the arbitral proceedings, shall be borne by the parties equally. The arbitrator may, however, include in the final award an allocation of costs and expenses that are otherwise borne equally by the parties, to the party who the arbitrator has deemed to have achieved relative success on their claims, counterclaims and defenses.

19. Governing Law. The rights and obligations of the parties under this Purchase Order shall NOT be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Rather, the rights and obligations of the parties, and any actions or proceedings with respect to matters arising under or growing out of this Purchase Order, performance under

this Purchase Order, or the relationship of the parties, shall be governed, construed, interpreted, and enforced in accordance with the laws of (a) Hong Kong with respect to Goods/Services produced in Asia, (b) the State of Michigan (USA) with respect to Goods/Services produced in North America, and (c) the Netherlands with respect to all other Goods/Services supplied under the Purchase Order. The parties irrevocably consent to the jurisdiction and venue of the courts located in (a) Hong Kong; (b) Kent County, Michigan (USA); or (c) the Netherlands (as applicable with the prior sentence) over any dispute, action or proceeding instituted to enforce or construe this Purchase Order or any of the provisions hereof. For this reason, the parties irrevocably consent to the exclusive personal jurisdiction and venue of courts located in (a) Hong Kong; (b) Kent County, Michigan (USA); or (c) the Netherlands (as applicable), and waive any right to dismiss or transfer such action or proceeding because of the inconvenience of the forum. Nothing in this Section on "Governing Law" shall prevent the enforcement in another forum of a judgment obtained in an appropriate court as identified in the prior sentence.

- 20. Limitation on BISSELL's Liability.** Any legal action against BISSELL based on BISSELL's alleged breach of its obligations under the Purchase Order must be commenced within one (1) year after the cause of action has accrued. BISSELL shall not be liable for (i) loss of profits or anticipated profits, (ii) loss of business opportunities, or (iii) any other incidental, indirect, special, punitive, or consequential damages. BISSELL's liability on any claim for damage or loss arising under the Purchase Order, or due to the performance or a breach thereof, shall not exceed the price allocable to the Goods/Services that gives rise to the claim (less material, labor, production or other cost savings realized by Supplier).
- 21. Assignment; Subcontractors and Personnel.** Supplier shall not assign (in whole or in part) the Purchase Order, or any interest in the Purchase Order, or subcontract any of its substantive duties under the Purchase Order or these terms and conditions, without BISSELL's prior written approval. Any attempted assignment or subcontracting without BISSELL's consent shall be null and void, and without force or effect. Any approval/assignment shall not release Supplier from any of its obligations under the Purchase Order or these terms and conditions. Supplier is fully and wholly liable and responsible for all work performed by any subcontractor or other personnel hired or employed by Supplier. Any authorized subcontractor or other personnel that assists Supplier hereunder shall be acceptable to BISSELL and must undergo appropriate background screening and checks. Such subcontractor or personnel must not possess a character or reputation that reflects poorly on BISSELL (e.g., a history of theft, committing intentional damage to persons or property, the use of illegal drugs, the commission of a criminal act, being listed in a sex offender registry, etc.). Upon request by BISSELL, Supplier shall remove any employee, agent or subcontractor reasonably determined by BISSELL to be unacceptable. All rights under the Purchase Order and these terms and conditions are assignable by BISSELL.
- 22. Integration and Amendment.** These terms and conditions supersede prior communications and discussions between the parties on the subject matter hereof, but shall be subject to any written agreements (including BISSELL-authorized governing agreements, SOW's or Descriptions of Services) between the parties unless such documents state otherwise. In the event of any conflict between these terms and conditions and any such written agreement, the terms of the written agreement shall control. No stipulations, representations or agreements by the parties that purport to amend, alter or affect a Purchase Order or these terms and conditions shall be binding upon BISSELL unless reduced to writing and attached to and incorporated into the Purchase Order, and no local, general or trade custom shall alter or vary these terms and conditions. Unless noted otherwise herein, any amendment, modification, waiver or discharge of this Purchase Order or these terms and conditions is only valid if it is in writing and signed by an authorized representative of both parties.
- 23. Severability and Replacement.** If any provision of these terms and conditions shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect any other provision of these terms and conditions, and the parties shall endeavor to sever and replace the illegal, invalid or unenforceable provision consistent with the intention evidenced by these terms and conditions. If any provision of these terms and conditions is found to be ambiguous or in conflict with any other provision hereof, such ambiguity or conflict shall be resolved in the manner that provides the greatest protection, benefit and limitations of liability to BISSELL.
- 24. Waiver.** Neither (a) BISSELL's failure to (i) insist on performance of any term of the Purchase Order (which includes these terms and conditions) or (ii) exercise any right or privilege, nor (b) BISSELL's waiver of a breach or violation of any term of the Purchase Order, shall operate as, or be construed to be, a waiver of the same or any other terms or provisions of the Purchase Order, or will affect BISSELL's right to enforce the terms of this Purchase Order.
- 25. Termination; Survival of Rights.** The Purchase Order, SOW, and/or other governing document shall set forth specific term of the Purchase Order. Notwithstanding the foregoing, BISSELL may terminate the Purchase Order upon thirty (30) days prior written notice to the Supplier. A termination of the Purchase Order by either party shall not form the basis of any claim for damages including any consequential damages which may include, but are not limited to, claims for loss of anticipated profits, customers, or goodwill, or claims for unrecoverable expenditures, commitments or capital. The expiration or earlier termination of the Purchase Order shall not (a) terminate any vested rights, terms that expressly survive expiration/termination, or terms which out of necessity must survive expiration or termination, or (b) release either party from an obligation under the Purchase Order or these terms and conditions prior to agreed expiration/termination, except as expressly provided herein.

- 26. Non-Solicitation of Employees/Non-Compete.** During the period that the Purchase Order is in effect, and for a period of six (6) months thereafter, Supplier shall not directly or indirectly (a) solicit or approach any employee of BISSELL for the purpose of inducing such employee to terminate employment with BISSELL, or (b) provide Goods/Services to, or engage in business with, any competitors of BISSELL which include, but are not limited to, the following entities: Dyson, Hoover, Maytag, Eureka, Royal, EuroPro (Shark), Rug Doctor, Matsuishita/Panasonic, Kirby, Electrolux, RexAir, Oreck/Regina, Chiaphua Industries Ltd or any of its marketing partners, Shop Vac, Sharp, Miele, Black & Decker, LG, Phillips, Techtronic Industries (Dirt Devil), Samsung, Aerus, or Genie. The parties acknowledge and agree that a breach of this Section may cause continuing and irreparable injury to BISSELL's business, for which remedies at law may be inadequate. Accordingly, the parties agree that, in addition to any other monetary damages and remedies that may be available in law, equity or otherwise, any violation or threatened violation of this Section 26 shall entitle BISSELL to seek and obtain injunctive relief against the threatened breach without the necessity of proving actual damages or providing bond.
- 27. Audit.** For a period of two years from the expiration or termination of the Purchase Order, Supplier shall maintain accounts and records of the work product supporting the Goods/Services delivered to BISSELL (including records of its reimbursable expenditures and fees). BISSELL shall be permitted, with 48-hours prior written notice, to conduct (or have its representative's conduct) an audit or inspection of such information.
- 28. Independent Contractor.** The parties are independent contractors hereunder, and nothing in this Purchase Order shall be construed to place the parties in any other relationship including employer/employee, partners, joint ventures, fiduciaries or agents. Neither party has authority to assume or to create an obligation that binds the other party. If Supplier performs under this Purchase Order with subcontractors, employee or other personnel, and Supplier acknowledges that BISSELL has no labor relationship with, right, power, authority or duty to select, hire, manage, discharge, supervise or direct any of Supplier's employees, agents, subcontractors or their respective employees. Supplier will fully indemnify and defend BISSELL and its Affiliates against any claims asserted by Supplier's employees, agents, subcontractors or their respective employees alleging employment or other labor relationship with BISSELL.
- 29. Language.** BISSELL and Supplier hereto agree that the Purchase Order, these terms and conditions and all related documents be drafted and interpreted in the English language only.