

STANDARDS TERMS & CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** The party to whom goods are being sold, either by means of electronic data interchange or a traditional paper transaction is “Buyer.” We are “Seller.” **Unless Buyer has a separate written agreement with Seller, this sale is completed and invoice is issued subject to those General Terms and Conditions which shall constitute the entire agreement between Buyer and Seller (“Agreement”).** In the event of conflict between the Agreement and those contained in any other proposal, purchase order, invoice, acknowledgement, or writing, this Agreement shall control. Any change to or addition of the Agreement must be in a separate writing and signed by both parties hereto.
2. **SELLER’S TERMS PREVAIL.** THE PURCHASE OF SELLER’S GOODS IS EXPRESSLY CONDITIONED ON BUYER’S ASSENT TO THIS AGREEMENT. ANY ADDITIONAL AND/OR DIFFERENT TERMS AND CONDITIONS ARE HEREBY EXPRESSLY REJECTED. BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE AGREEMENT THE EARLIER OF SELLERS’ ACKNOWLEDGEMENT OF THE ORDER AND BUYER’S RECEIPT OF GOODS.
3. **ASSIGNMENT.** Buyer shall not assign any sales order or any part thereof including, but not limited to any obligations to make any payment(s) due or to become due hereunder, without the written consent of Seller.
4. **PRICES.** Prices and terms are subject to change without notice. Seller will endeavour to provide Buyer with 30 days notice. The price to be applied shall be that which is in force on the date of delivery. Unless otherwise expressly accepted by Seller, Prices are quoted either : (i) ex-works dispatching place (Incoterms 2010-ICC), at which time Prices are exclusive of all transportation, insurance, taxes, license fees, customs fees, duties and other charges related thereto. Buyer shall pay any and all freight charges to the final destination and hold Seller harmless therefrom; or (ii) FOB port of shipment (Incoterms 2010-ICC) when Seller may offer merchandise for sale direct from Asia, at which time Seller only bears the expense of moving the container(s) to the named port in the country of origin.
Prices are for products only and do not include technical data, proprietary rights of any kind, or patent rights. Seller’s intellectual property rights shall remain its absolute unencumbered property and nothing contained herein shall give Buyer any right, title or interest in or to Seller’s intellectual property right.
5. **PAYMENT.** Products are invoiced on each delivery in USD, Euro or any other currency agreed by Seller. **TIME IS OF THE ESSENCE** for Buyer to pay Seller for the goods. The agreed upon payment terms are stated in the Vendor Agreement and on the invoice. In the absence of any such statement, payment is due in full within sixty (60) days from date of invoice by cheque, bank transfer, draft or any other mean of payment expressly accepted by Seller. In the event Buyer fails to make timely payment on one or more of Seller’s invoices, Seller shall have the right to accelerate all outstanding payments Buyer owes to Seller and make such payments immediately due and payable, regardless of payment terms. Seller reserves the right to require payment by letter of credit, cash on delivery or other suitable payment terms and otherwise modify credit terms or to suspend production, shipment or delivery if prompt payment is not made. When partial shipments are made, payments for such partial shipments shall become due in accordance with the terms stated herein.
Seller does not ship any merchandise on consignment. All orders are accepted with any credit terms extended subject to the approval of the Seller’s Credit Department.

All late payments shall incur an interest charge conform to the applicable law in the Seller's country, invoiced to Buyer without any formality. The interest rate stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt.

6. **PURCHASE MONEY SECURITY INTEREST.** All products remain Seller's property until full payment thereof by the Buyer (price, interest and incidental expenses). Title to the products shall pass to the Buyer upon full payment. To secure the performance of its obligations hereunder, Buyer hereby grants to Seller a security interest in all of its inventory of goods purchased hereunder for which Seller has not received payment pursuant to Section 5 hereof ("Secured Inventory"). Buyer warrants that all Secured Inventory will be owned by Buyer free of all other liens, security interests, and encumbrances that are prior to that of Seller. All of the Secured Inventory will be kept at the facilities, the addresses of which will be delivered to Seller at its request; but Seller's lien and security interest will be maintained despite the location of the Secured Inventory. Except for sales made in the regular course of business, Buyer shall not sell, encumber or dispose of or permit the sale, encumbrance or disposal of any Secured Inventory of goods without the prior written consent of Seller. In the event that Buyer sells Secured Inventory in the regular course of business, Buyer shall identify other inventory of value equal to that of the sold Secured Inventory as collateral for the security interest, which inventory then will be treated as Secured Inventory under this Paragraph 6. Buyer agrees to execute any instruments requested by Seller from time to time for purposes of further evidencing such security interest or notifying third parties by recordation or otherwise of such security interest.
7. **UNAUTHORIZED DEDUCTIONS.** Seller does not recognize any deduction or penalty policies of Buyer other than a fully executed agreement and this Agreement. Should Buyer take an unauthorized deduction from a payment to Seller, Seller will reject the claim as invalid. Buyer will repay any such deduction immediately upon notification from Seller. Unauthorized deductions that are not immediately repaid will be deducted from any available credits due Buyer, including but not limited to, agreed upon merchandise returns or sales program allowances. Seller reserves the right to suspend shipments to Buyer until the unauthorized deduction(s) is repaid in full.
8. **RIGHT TO AUDIT.** Any disputes by Buyer shall be submitted to Seller in writing with proper documentation within one year of the invoice date. All Buyer claims received more than one year after the invoice date are waived.
9. **FREIGHT TERMS.** Unless otherwise accepted by Seller, sales of products are made ex-works dispatching place (Incoterms 2010-ICC) or FOB port of shipment (Incoterms 2010-ICC) when Seller may offer merchandise for sale direct from Asia. The Buyer must take delivery of the products and bear all risks of loss of or damage to the products from the time they've been rendered at the dispatching place. The Buyer shall issue a specific cargo insurance policy for any damage to the products from the time they've been rendered at the dispatching place; it is therefore the Buyer's obligation to submit claims for damages or shortages directly to their contracted carrier for any shipments. Seller is subrogated in the Buyer's rights towards his insurer. In the event that Seller procures insurance against the Buyer's risk of loss of or damage to the products during the carriage, the Buyer undertakes to (i) check the products on delivery (defects and/or shortages) and to (ii) immediately notify Seller of any transportation reserve.

10. **DELIVERY.** Seller is not committed until approval of an order. Delivery dates are approximate and shall be computed from the date of acceptance of the order by the Seller. Seller will deliver promptly on acceptance of each order. Seller will use its reasonable best efforts to fill all orders according to their terms. However, if any conditions arise which prevents compliance with the delivery schedule, Seller shall not be liable for damages, general, incidental, consequential, compensatory or otherwise, or for failure to give notice of any delay and Seller shall have such additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production among its customers in such a manner as it considers equitable. Seller shall also have the right to deliver the goods in instalments including but not limited to, delivering from multiple origins. Seller shall have the right to stop manufacturing and/or selling any of the products without incurring any obligation or liability whatsoever with respect to the corresponding order that will automatically extinguish.
11. **PRODUCT RETURNS.** Products in new condition (including but not limited to overstock, shelf worn or shelf damaged goods, or previously unsold obsolete goods) or defective goods may not be returned to Seller without prior written authorization and instructions properly issued by Seller. Seller shall not accept returned products except in accordance with such authorization and instructions. In the event of a rejection of any of the Products, risk of loss shall remain upon Buyer until the returned Products are accepted by Seller. Unless otherwise agreed, Seller will not bear any charges from the Buyer associated with the return, including transport costs, special handling fees or storage fees. Seller shall decide, at its exclusive option, if the products are to be replaced.
12. **RIGHT TO CANCEL.** Seller is under no obligation to grant Buyer's request to cancel or change quantities on previously submitted and accepted orders. If in its sole discretion, Seller allows Buyer to cancel all or a portion of an order and the work, delivery preparation, labelling or loading has already begun or is complete, Seller reserves the right to charge the Buyer restocking fees.
- a. **Hold to Confirm Orders ("Booking Orders").** Seller will accept Booking Orders for mutual planning of future deliveries to Buyer. Booking orders may not be changed within 15 (fifteen) days of delivery, including but not limited to, changes to the quantity ordered or the mix of goods ordered. The requested delivery date on Booking Orders may not be changed. At no time may the value of the Booking Order be changed by virtue of quantity reductions, substitutions or item cancellation, so as to reduce the overall value more than 10% (ten percent) of the original submitted value.
- b. **Manufactured to order** cannot be cancelled or changed once the Buyer has confirmed the order.
- In addition to all other rights and remedies available to it, Seller reserves the right to cancel the order immediately by written notice to the Buyer in case of failure of the Buyer to perform or comply with any of the terms or conditions herein.
13. **PROPRIETARY GOODS.** Seller may agree at its sole discretion to produce or procure Special Make Up ("SMU") goods for Buyer. SMU goods may include but are not limited to a proprietary colour, carton markings, design or combination of multiple finished goods sold as a single selling unit. Buyer and Seller will collaboratively plan the lead-time production and sales forecast for the SMU items. Seller will produce or procure the forecasted quantities. Buyer agrees to purchase the total amount of SMU goods forecasted for the calendar year. If Buyer's orders have not consumed the forecast for the SMU items by December 1st of the given year, Buyer will immediately place an order for the balance to deliver from Seller by the end of the calendar year.

14. **SALE OF EXCESS OR OBSOLETE GOODS.** Seller may offer from time to time, close out purchases of excess, obsolete or discontinued goods (“E&O”). Orders for E&O goods are filled on a first come, first served basis. To secure the E&O goods, Buyer must submit a firm order before any other customer’s order for the same goods.
15. **DIVERSION OF GOODS, LIMITATION ON RESALE.** Seller maintains sales relationships with a wide variety of retailers, wholesalers, discounters and distributors. Unless otherwise expressly agreed by Seller, Buyer agrees not to resell the goods on a wholesale basis and understands that the goods may be specially coded to identify them as goods sold to Buyer. Should Buyer resell goods on a wholesale basis without being expressly authorized by Seller, Buyer shall pay damages to Seller in the amount equal to the difference between the price at which Buyer purchased the goods from Seller and the price which Seller could have received from the party to which Buyer sold the goods at wholesale, together with all reasonable attorneys’ fees, costs of investigation and expenses expended by Seller to enforce this provision.
16. **INTERNET SALES.** With prior written approval from Seller, Buyer may use and display Seller’s logos and trademarks (“Marks”) in connection with the marketing, distribution and sale of goods online. Buyer acknowledges that all such Marks are the exclusive property of Seller. Any product descriptions or pictures (“Content”) provided by Seller for use on Buyer’s website(s) is the exclusive copyright protected property of Seller. Use of any of the Seller’s Marks in any Uniform Resource Location (“URL”), domain name, trade name, or business name is prohibited without express prior written consent of Seller. Seller reserves the right not to establish new business relationships with Internet only Buyers that have no physical store locations and/or do not maintain an inventory of goods
17. **NO EXPORT OF GOODS.** Buyer agrees and represents that - unless stated otherwise by the Seller - the goods sold hereunder are sold solely for use and consumption within Europe and are not for export outside of Europe, regardless of method of sale including Internet sales. Buyer further understands that Seller’s consumer warranty is only valid for consumers in Europe unless Seller has explicitly stated otherwise in writing. Buyer is aware that the goods are not designed to comply with the requirements for sale in any other jurisdiction than the respective markets in which they are sold. If Seller is made aware, through any means, that Buyer is exporting goods purchased from Seller without the express written consent of Seller, Seller reserves the right to cancel all outstanding orders from Buyer and to refuse all future orders. If Seller has given its written authorization for Buyer to export the goods outside of Europe, Buyer shall comply with all export laws and regulations including, but not limited to, export licensing requirements, and Buyer shall be responsible for any goods’ compliance or non-compliance (including packaging and labelling) with applicable laws in the country to which such goods are exported. Buyer agrees not to resell the goods to a country or person prohibited from engaging in commerce with the United States.
18. **PRESENCE ON SELLER’S PREMISES.** If Buyer’s performance hereunder requires the presence of Buyer, its employees, agents or subcontractors upon Seller’s premises, Buyer (and its employees, agents and subcontractors) shall comply with all relevant laws and with Seller’s policies and internal procedures. Buyer shall also take such further precautions necessary or reasonable to prevent any personal injury or property damage from occurring as a result of the presence of Buyer, its employees, agents and/or subcontractors on Seller’s premises. Any such precautions that Buyer takes which affect Seller’s property or operations shall require Seller’s prior consent. Buyer shall indemnify Seller for any and all damages, losses, costs and expenses,

including attorneys' fees and expenses and costs of investigation, which Seller suffers or incurs in any way which result, in part or whole, from an act or omission of Buyer, its employees, agents or subcontractors. Buyer shall maintain such Commercial General Public Liability, Workers' Compensation and Employer's Liability Insurance as will protect Seller from any and all such liability. Buyer shall provide Seller with proof of coverage upon Seller's written request.

19. **NO AGENCY.** Nothing in the Agreement shall create or be deemed to create any relationship of agency, partnership or joint venture and Buyer will bear all of its expenses in connection herein. In this context, Buyer shall be solely responsible for the remuneration of its employees and for paying all expenses and outlays whatsoever of said employees, which are not connected in any way whatsoever with Seller. Buyer shall hold Seller harmless for any claim which would be directed against it by an employee at anytime during or after the Agreement.

This Agreement shall not have any authority to assume or create any obligation, express or implied, on behalf of Seller. Buyer shall not make quotations or write letters over the name of Seller but in every instance shall use its own name.

20. **INDEMNIFICATION.** Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, damages (including incidental and consequential damages), losses, costs and expenses (including reasonable attorneys' fees) which Seller may suffer or incur arising out of: (i) any breach of the terms and conditions herein by Buyer; (ii) any acts or omissions by Buyer, its employees, agents or subcontractors; (iii) any alteration(s) to the goods not authorized by Seller; (iv) Buyer's removal of or failure to include any and all instructions and warnings regarding the goods and provided by Seller; (v) Buyer's oral or written instructions or warnings inconsistent with those provided by Seller; (vi) goods that have been damaged by Buyer or those that have been damaged by a consumer and/or returned by a consumer after a retail sale; and/or (vii) Buyer's or Buyer's customer's failure to comply with all applicable laws, rules, regulations or ordinances.

21. **WARRANTIES.** Seller warrants: (i) that the goods delivered pursuant hereto are manufactured in accordance with applicable laws and regulations, subject to limitations under clause 17; and (ii) that Buyer, upon full payment of the purchase price therefore, will receive title to the goods. Seller may provide the retail purchaser of the goods with a consumer warranty, as set forth in the packaging or labelling of such goods. Seller MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE GOODS DELIVERED PURSUANT HERETO. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE RESPONSIBLE TO BUYER OR TO ANY PARTY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. Seller's sole responsibility and Buyer's exclusive remedy for breach of this warranty shall be the offer of an update for or the repair or replacement of such products or, if neither of the foregoing is feasible in Seller's reasonable discretion, refund of the purchase price paid for such products. Except for Seller's limited warranty accompanying the products, this warranty and the remedies identified herein is in lieu of all warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions of merchantability, fitness for a particular purpose and satisfactory quality.

22. **EFFECTIVENESS.** Any term(s) or condition(s) set forth herein which is/are invalid or unenforceable shall be ineffective only to the extent of such invalidity or lack of

enforceability and shall not render invalid or unenforceable the remaining terms and conditions.

23. **FORCE MAJEURE.** Seller shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay shall be caused by an act of God; fire, explosions, hostilities or war (declared or undeclared); or striking or work stoppage involving its employees. Seller shall use every reasonable means to resume full performance of this Agreement as promptly as possible; it being understood that Seller shall be entitled to automatically cancel the order after a (3) three months period of suspension.
24. **LAW/DISPUTE RESOLUTION.** The rights and duties of the parties to this transaction shall be determined by the laws of the Seller's country without regard to conflict of law principles. Any and all disputes arising in connection with this transaction shall be decided by the relevant Courts in the Seller's country.
25. **CONFIDENTIALITY.** Buyer shall hold the terms and conditions of this Agreement, including but not limited to the pricing, offered discounts, other sales program specifics or selling and distribution practices or methodologies of Seller confidential for any and all purposes excepting those purposes necessary to the fulfilment hereof.
Data privacy protection. Buyer recognizes and agrees that Seller may collect, use, store and transfer personally and non-personally identifiable information that Buyer may voluntarily provide during the course of their business relationship. The Seller will do its best endeavors to adequately protect such information, in the conditions set forth under a Privacy Policy that the Buyer may consult on the website www.coleman.eu. The Privacy Policy outlines the information that Seller may collect and in which conditions the Seller may use that information.
26. **FAILURE TO ENFORCE AGREEMENT.** Failure by Seller at any time or from time to time to enforce or require strict observance and performance of any term or condition of this Agreement will not constitute a waiver of or affect such term or condition in any way, nor shall such failure affect the right of Seller to avail itself at any time of such remedies as it may have for any breach of such terms or conditions by Buyer.