

M. G. Newell Corporation

Standard Customer Terms and Conditions ("Agreement")

Seller is not bound by any terms on Buyer's order form(s) or other documents. Seller's failure to object to such terms or conditions shall not be deemed a waiver of the terms or conditions set forth herein, which shall constitute the entire agreement between the parties and the final, complete and exclusive statement of the terms of their agreement. No course of prior dealings between Buyer and Seller and no trade custom shall be relevant to supplement or vary any term hereof. Acceptance or acquiescence in a course of performance hereunder shall not be relevant to determine the meaning hereof, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No waiver, alteration or modification of the terms and conditions hereof shall be binding upon Seller unless in writing and signed by an officer of Seller. In addition:

Standard Terms and Conditions for Product Distribution

In the event that a proposal ("Proposal") by Seller Corporation ("Seller") Proposal or Order from customer ("Buyer") includes the sale of goods ("Goods"), then these Terms and Conditions shall apply.

1. All sales by Seller of any of its Goods to any Buyer are subject to all these Terms and Conditions, which constitute an integral part of any contract for the sale of Goods.
2. Terms are NET 30 days from invoice, unless otherwise stated and agreed by the parties. Unless otherwise stated, all applicable sales, use, excise, VAT or other taxes shall be paid by the Buyer. At Seller's sole option, it may require an irrevocable letter of credit with a bank acceptable to Seller, to be payable after delivery of the Goods F.O.B. factory, upon presentation of the invoice and carrier, dock or ship's receipt to the bank issuing the letter of credit, and on such other terms and conditions as Seller may require.
3. If Seller's invoice is not paid when due and is referred to an attorney for collection, Buyer agrees to pay to Seller, in addition to the full sum due, reasonable attorney's fees, court costs and other collection expenses, plus interest on the invoice amount at a rate equal to the lower of (a) the highest rate allowed by law, or (b) 1.5% per month from the due date to the date of payment.
4. Title and risk of loss passes to Buyer upon delivery of Goods to a common carrier for shipment to Buyer.
5. Seller will not issue credit for any allowances, deductions or returned Goods unless Buyer requests Seller to authorize return within ten (10) days from date of shipment. Seller will not authorize return of merchandise shipped more than ten (10) days prior to the request for return. All returned goods must be accompanied by Seller's written returned goods authorization, or they will be refused.
6. The contract created by Seller's acceptance of Buyer's order. including the definition of all terms, shall be governed by and interpreted under the laws, including the Uniform Commercial Code, as adopted by the State of North Carolina.
7. Limited Warranty. SELLER WARRANTS THAT THE GOODS WILL MATERIALLY CONFORM TO THE DESCRIPTION OF THEM AS STATED, OR INCORPORATED BY

REFERENCE, ON THE REVERSE HEREOF OR IN ITS PROPOSAL, SUBJECT TO MANUFACTURER'S WARRANTIES, WHICH SHALL BE PASSED THROUGH TO BUYER. SELLER MAKES NO OTHER WARRANTY OF ANY DESCRIPTION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive remedy for any breach of the foregoing warranty shall be either (1) replacement of the non-conforming Goods or (2) refund of the purchase price. Seller shall, in its sole discretion, determine which of these remedies shall be made available to Buyer. (d) Warranties Made by the Manufacturer. Seller will, upon request, execute such documents as Buyer may reasonably request to transfer (to the extent assignable or transferable) to Buyer any applicable manufacturer's warranty. (e) No Other Right to Remedy or Recovery. Buyer agrees and acknowledges that it is not entitled to any remedy other than as set out above on any legal or equitable theory, including, but not limited to, breach of warranty or contract, strict liability, tort, negligence, indemnity, or willful infliction of injury or damage. Buyer further acknowledges and agrees that Buyer is not entitled to any recovery of incidental or consequential damages, or recovery of lost profits, business injury, damage to any property other than the goods themselves, damages caused by loss of use of the goods or loss of use of any items of equipment or machinery.

8. Seller shall not be responsible for delay, non-delivery, non-performance, or default in shipment due to strikes, war, riots, delay in transportation, fires, floods, accidents, insurrections, lockouts, breakdowns of machinery, or from loss or damage in transit or detention or delay of transportation resulting directly or indirectly from acts of God, stoppage of labor or shortage of space, or inability to deliver due to inability to obtain materials, inventory, labor, fuel or supplies, or any other causes, contingencies or circumstances not subject to Seller's control. Delay in delivery or performance shall not excuse Buyer from an obligation to accept delivery or performance. In no case will Buyer be entitled to recover from Seller any damages, consequential or otherwise, caused by any loss or delay in delivery or Seller's failure to meet Buyer's requested delivery or performance date, even when Seller has selected or paid for the services of a particular carrier.
9. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, demands, actions, losses, costs of expenses, including attorney's fees, arising out of or connected with any injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer) and any and all damages to or loss of any property (whether belonging to Buyer or a third party) caused by or resulting from Buyer's use, operation, transportation or possession of the Goods sold pursuant hereto or breach of these Terms and Conditions.
10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THESE TERMS AND CONDITIONS OR THE USE OF OR INABILITY TO USE THE SERVICES OR ANY CONSTITUENT THEREOF, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, COSTS OF REPLACEMENT SERVICES, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL VALUE OF THE PURCHASE ORDER GIVING RISE TO THE APPLICABLE CLAIM.

11. If any term, provision, section or subsection hereof is adjudged invalid, the remainder will not thereby be invalidated.
12. Seller reserves the right to discontinue the sale of Goods it has not promised to deliver. Seller also reserves the right to change, improve or add any product or specifications at any time and to change Seller's prices accordingly. If any such change causes an increase or decrease in the price of Goods, Seller shall promptly notify Buyer of the same, and upon demand, invoices and payments shall be adjusted equitably.
13. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its conflicts of laws principles. Any action hereunder shall be brought, and each Party consents to personal jurisdiction in the State of North Carolina. Buyer agrees that all claims against Seller, other than for breach of warranty (which are restricted under Section 7 above), arising from the sale of Goods shall expire and be barred forever unless an action thereon is commenced in a court of competent jurisdiction in the County of Guilford, State of North Carolina within one (1) year following Buyer's discovery of facts indicating to Buyer that such claims may exist against Seller.

Standard Terms and Conditions for Project and Service Work

In the event that a proposal ("Proposal") by Seller ("Seller") Proposal or Order from customer ("Buyer") includes project and/or service work (the "Work"), then these Terms and Conditions shall apply.

1. The provision by Seller of any of its Services to any Buyer are subject to all these Terms and Conditions, which constitute an integral part of any contract for the provision of Services.
2. Statement of Work (SOW). The specific details of each project under these Terms and Conditions (each a "Project") will be separately negotiated and specified in writing on terms to be mutually agreed upon by the Parties in individual proposals, estimates, quotes, or Statements of Work (each a "SOW"). Seller will provide the services as are detailed in an executed SOW (hereafter "Services"). Each SOW shall (a) detail the scope of work to be performed, including, but not limited to, all applicable Services, deliverables and other materials to be provided to Buyer; (b) specify the applicable hourly rate, milestone-based, or fixed-fee schedule for performing such Services; and (c) include such additional terms and conditions as appropriate or necessary, including if the work will be for a customer of Buyer. If Buyer requests that Seller perform Services for a customer of Buyer, Buyer shall still be ultimately liable for compliance with all the terms and conditions hereunder. Buyer may request additional services, which shall be mutually agreed in a subsequent SOW or change order, in either case, such shall be incorporated herein and subject hereto. Each SOW shall constitute a separate agreement and, except for provisions herein which are specifically excluded or modified in such SOW, shall incorporate all the terms and conditions hereof.
3. Unless otherwise agreed to in the applicable SOW, Seller shall invoice Buyer monthly and Buyer shall pay the invoice NET 30 days from invoice date without deduction, reduction or offset of any kind. Amounts not paid within 15 days when due, will be subject to a late charge of 1.5% per month, or, if less, the highest rate permitted by law. Without limiting any other rights or remedies available, Seller reserves the right to suspend Services after reasonable notice during any period when Buyer's account is more than 30 days past due. If Seller's invoice is not paid when due and is referred to an attorney for collection, Buyer agrees to pay to Seller, in addition to the full sum due, reasonable attorney's fees, court costs and other

collection expenses.

4. Taxes. Buyer shall pay all personal property, sales, use, and other taxes (excluding taxes based upon Seller's net income) that are imposed by any Federal, state, or local or foreign government authority as a result of the execution of, or performance under, these Terms and Conditions and any SOWs.
5. Expenses. Buyer shall reimburse Seller for all reasonable travel, lodging, meals, telephone, postage, courier, and other out of pocket expenses incurred by Seller in connection with provision of the Services where not included in a fixed price SOW.
6. Seller warrants that (a) the Services shall be performed in a competent and workmanlike manner in accordance with applicable commercial standards; (b) the Services and deliverables shall materially conform to those specifications and descriptions set forth in the applicable SOW; (c) the provision of the Services will meet all applicable industrial and governmental safety standards as directed by Buyer in their facilities; and (d) the Services and deliverables shall be free from any lien or encumbrance once paid for in full.

The above notwithstanding the following Services shall contain a limited workmanship warranty for the following periods from the date of completion: (i) mechanical labor, twelve (12) months; (ii) rebuilds, refurbish, or service work, thirty (30) days; and (iii) any software or design-built elements provided by Seller to Buyer, thirty (30) days.

These limited warranties are Buyer's exclusive remedy relating to the above, and Seller makes no other warranties, express or implied, with respect to such items. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND EACH CONSTITUENT THEREOF ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES THAT THE SERVICES OR ANY DELIVERABLES PROVIDED VIA THE SERVICES ARE FREE FROM DEFECTS, MERCHANTABILITY, OR FIT FOR A PARTICULAR PURPOSE.

7. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, demands, actions, losses, costs of expenses, including attorney's fees, arising out of or connected with any injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer) and any and all damages to or loss of any property (whether belonging to Buyer or a third party) caused by or resulting from Buyer's use of the Services or breach of these Terms and Conditions.
8. Seller shall use reasonable efforts to meet specified dates for performance of the Work, but such dates are estimates only and are not guaranteed and Seller shall have no liability, direct or indirect, for delay in performance of the Work. Seller may not be declared in breach nor shall the order be subject to cancellation so long as Seller is making a bona fide effort to complete the Work. In any event, Work is based upon the effective date of the order and subject to prompt receipt by Seller of all necessary information and instructions from Buyer, including any required approval of drawings. Seller shall not be responsible for delay, non-performance, or default due to strikes, war, riots, delay in transportation, fires, floods, accidents, insurrections, lockouts, breakdowns of machinery, or from loss or damage in transit or detention or delay of transportation resulting directly or indirectly from acts of God, stoppage of labor or shortage of space, or inability to deliver due to inability to obtain materials, inventory, labor, fuel or supplies, or any other causes, contingencies or circumstances not subject to Seller's control.
9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE

LAW, IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THESE TERMS AND CONDITIONS OR THE USE OF OR INABILITY TO USE THE SERVICES OR ANY CONSTITUENT THEREOF, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, COSTS OF REPLACEMENT SERVICES, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL VALUE OF FEES PAYABLE TO SELLER UNDER THE SOW GIVING RISE TO THE APPLICABLE CLAIM.

10. Proprietary Information. Buyer acknowledges and agrees that the data, technology, materials, information, and software used by Seller in the performance of the Services, including, without limitation: (a) technology or software supplied or licensed to Seller by third parties; (b) discoveries, ideas, theories, improvements, designs, original works of authorship, processes, algorithms, inventions, know-how, methodologies, software originally created by Seller, techniques and other information, and all intermediate and partial versions thereof; and (c) all derivative works from the foregoing (collectively, the "Seller Technology"), as well as all trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to Services or Seller Technology, are and will, as between the Parties, remain the exclusive property of Seller or its licensors.

The above notwithstanding, all Work specifically created by Seller for Buyer pursuant to these Terms and Conditions shall be considered "works made for hire" under applicable copyright law and shall be the exclusive property of Buyer.

11. Seller will comply with those provisions of the Federal Occupational Safety and Health Act of 1970 now in effect which specifically apply to Seller's Work. Seller shall not be responsible for compliance with state and local safety and health statutes of special application, unless agreed otherwise. Buyer agrees to indemnify and hold harmless Seller from any claims or losses arising therefrom or from insufficient or inadequate safety devices. Seller has not included any handling, removal and/or disposal of hazardous material, i.e. asbestos, PCB, etc. and in the event same is encountered, the Buyer shall authorize Seller to obtain the proper authorities to handle, remove and/or dispose of same at an additional price to the contract.
12. If Buyer requests or causes a cancellation, suspension or delay of Seller's Work, Buyer shall pay Seller all appropriate charges incurred up to the date of such cancellation, suspension or delay, plus Seller's overhead and reasonable profit on performed and unperformed Work. Additionally, all charges and costs to Seller related to and risks incident to, storage, disposition and/or resumption of Work (including but not limited to remobilization) shall be borne solely by Buyer. If Buyer is in default in any payment due hereunder, Seller may declare all payments for Work completed immediately due and payable, stop all further Work until payments are brought current and/or require advance payment.
13. Seller shall not be obligated to make any changes in or additions to the scope of the Work unless Seller agrees thereto and an equitable adjustment is made to price and/or delivery. Seller will not approve or accept returns of or backcharges for labor, materials or other costs incurred in modification, adjustment, service or repair of the Work unless it is expressly accepted in writing by Seller's authorized representative at its home office

14. If any term, provision, section or subsection hereof is adjudged invalid, the remainder will not thereby be invalidated.
15. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its conflicts of laws principles. Any action hereunder shall be brought, and each Party consents to personal jurisdiction in the State of North Carolina. Buyer agrees that all claims against Seller, other than for breach of warranty (which are restricted under Section 6 above), arising from the sale of Goods shall expire and be barred forever unless an action thereon is commenced in a court of competent jurisdiction in the County of Guilford, State of North Carolina within one (1) year following Buyer's discovery of facts indicating to Buyer that such claims may exist against Seller.

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