**TENNANT COMPANY**

**General Purchase Order Terms and Conditions**

**GENERAL. These terms and conditions govern the purchase of Products from Supplier by Tennant Company, a Minnesota corporation, and/or its subsidiary company (“Tennant”), except to the extent Tennant and Supplier have entered into a separate written agreement signed by authorized representatives of both parties. Clerical errors are subject to correction at any time. Supplier agrees that Tennant’s “Standard Supplier Requirements” located at** [**www.tennantco.com/am-en/Pages/Company/suppliers.aspx**](http://tennantprd.hosting.pvt/am-en/Pages/Company/suppliers.aspx) **are incorporated by reference into these terms and conditions.**

**COMPLIANCE WITH LAWS. Supplier and Product shall comply with all applicable laws, rules, regulations and ordinances, and accompanying regulations, including but not limited to the Fair Labor Standards Act (FLSA) and applicable anti-bribery laws (e.g., United States Foreign Corrupt Services Act (FCPA) and UK Anti-Bribery Act) and applicable environmental and export control laws and regulations.**

**CONFIDENTIALITY. Supplier shall not disclose any Tennant Confidential Information to another party and shall use Tennant’s Confidential Information only for purposes authorized by Tennant. Supplier may make Confidential Information available to its employees who have a need to know such information. Except for trade secrets, Supplier’s confidentiality obligations expire five years after initial disclosure and do not apply to the extent Supplier can prove the information was (a) known to the public at the time of Tennant's disclosure to Supplier or entered the public domain thereafter through no fault of Supplier; (b) in Supplier's possession free of any obligation of confidentiality at the time of Tennant's disclosure to Supplier; or (c) rightfully communicated to Supplier by a third party who was not under any obligation of confidentiality.**

**INTELLECTUAL PROPERTY. Unless otherwise set forth in a signed written agreement between the parties, the intellectual property rights to any Product developed or manufactured to Tennant specifications shall be Tennant’s exclusive property, and the Supplier agrees not to sell, license, encumber, or produce for others any Product manufactured for Tennant. Tennant will have the sole right to file, prosecute, issue, maintain, license, enforce and defend all patents and patent applications that relate to any products manufactured by or jointly developed with Supplier for Tennant and Tennant shall bear all expenses related thereto. Supplier agrees to obtain all signatures necessary from its current and former employees and agents to facilitate and perfect the filing of a patent application and the assignment of patent rights relating to the development of products manufactured for Tennant.**

**PRODUCT SAFETY AND QUALITY. Supplier agrees to notify Tennant immediately in the event of Product safety or quality issues, including but not limited to recalls. Supplier shall fully cooperate and provide reasonable assistance to Tennant in the event Tennant recalls any or all of the Products.**

**INDEMNIFICATION. Supplier shall indemnify, defend and hold harmless Tennant, its subsidiaries and affiliated companies, their successors, assigns, customers and users of Product, against all damages, claims, suits, demands or losses of any kind (including attorneys’ fees) arising out of, or alleged to have arisen out of: (i) inaccuracy in any of the representations or warranties made by Supplier; (ii) Supplier’s breach of its obligations pursuant to these terms and conditions; (iii) personal injury (including death) or property damage arising from or based on the negligence or willful misconduct of Supplier, its employees, agents, or contractors; (iv) any failure of Supplier to comply with applicable laws or regulations in connection with Supplier’s manufacture or sale of the Products (including those applicable to environment, health and safety); (v) product liability; or (v) costs arising out of any voluntary or involuntary recall, recovery or withdrawal of Product from the market.**

**BLANKET PURCHASE ORDERS AND FORECASTED QUANTITIES. For Supplier’s convenience, from time to time, Tennant may forecast its potential future purchases of Product by means of a Blanket Purchase Order or Forecast. Tennant shall have no liability for payment for forecasted requirements or blanket purchase order quantities absent an express Purchase Order.**

**FORCE MAJEURE. Neither party shall be responsible for or liable for failure to perform resulting directly or indirectly from Acts of God, accidents or contingencies beyond its control.**

**SUBCONTRACTING AND ASSIGNMENT. Supplier shall not transfer, assign, or sublicense any of its rights, obligations or interests under these terms and conditions without Tennant’s prior written consent. Supplier may not engage subcontractors to manufacture Product without Tennant’s prior and written approval. Supplier is responsible for subcontractor’s noncompliance with these terms and conditions and shall obtain a signed agreement from each subcontractor binding the subcontractor to these terms and conditions.**

**LIABILITY LIMITATION. In no event will Tennant be liable to Supplier or a third party for any special, indirect, incidental, consequential, punitive or exemplary damages arising from this contract, whether based in tort or breach of contract or other basis, even if it has been advised of the possibility of such damages.**

**CANCELLATION OF PURCHASE ORDERS. Tennant may cancel any Purchase Order made under these terms and conditions, in whole or in part, at any time and for any reason. In the event of such cancellation, Supplier shall immediately stop all work on that Order and notify its suppliers or subcontractors to cease work. Tennant shall pay Supplier a reasonable termination charge reflecting the percentage of the work performed prior to the notice of cancellation, plus actual documented direct costs resulting from the cancellation, but less amounts saved by Supplier as a result of the cancellation or recoverable by Supplier in mitigation of its damages. Tennant shall not pay Supplier for any work done after receipt of the notice of cancellation or for any costs incurred by Supplier’s suppliers or subcontractors which Supplier could have reasonably avoided. In the event of Supplier’s Default, Tennant may cancel any or all outstanding Orders without liability to Supplier.**

**SHIPMENT, LABELING and DELIVERY. All Product shall be marked, packaged, shipped and delivered in compliance with applicable law and Tennant requirements located at** [**www.tennantco.com/am-en/Pages/Company/suppliers.aspx**](http://tennantprd.hosting.pvt/am-en/Pages/Company/suppliers.aspx)**, “Importing into the United States.” Supplier’s obligation to timely meet the terms of an Order is of the essence.**

**PRODUCT ACCEPTANCE. Tennant’s payment for Product shall not constitute acceptance of such Product by Tennant . Tennant may inspect Product and reject Product that is, in its judgment, defective or nonconforming regardless of the time elapsed between delivery and Tennant’s inspection. “Nonconforming” means the Product is not what Tennant ordered, does not meet Product performance standards, does not comply with Product specifications or is of an incorrect quantity. Tennant may return rejected Product at Supplier’s expense and collect from Supplier all related expenses, including but not limited to unpacking, examining, repacking and reshipping such Product. If Tennant receives Product whose defects or nonconformity are not apparent on examination, Tennant reserves all rights with respect to Product. Nothing contained in these terms and conditions shall relieve Supplier from its obligations of testing, inspection and quality control of Product nor otherwise limit Tennant’s rights to seek damages caused by the delivery of defective or nonconforming Product.**

**GOVERNING LAW AND JURISDICTION AND LANGUAGE. These terms and conditions shall be governed by the laws of, and the resolution of any dispute shall be venued in, the jurisdiction in which the Tennant entity that issued them is located, without giving effect to the choice of the law provisions thereof. The United Nations Convention on Contracts for the International Sales of Goods (UNCISG) shall not apply. These terms and conditions may be translated into languages other than English but in the event of a conflict between the English version and any translation, the English version shall control.**

**SEVERABILITY. If any part or obligation under these terms and conditions is found to be illegal or unenforceable the parties shall be excused from performance of such but this will not affect the validity and enforceability of the remaining terms and conditions, provided that the remaining terms constitute a commercially reasonable agreement.**

**WAIVER. Any delay or failure to exercise a right or remedy under this Agreement shall not be construed to be a waiver of that right or remedy. No claim or waiver arising under this Agreement is effective unless made in a writing signed by waiving party.**