

PURCHASE ORDER TERMS & CONDITIONS

ACCEPTANCE OF CONTRACT

Seller is bound by this Purchase Order and its terms and conditions. If Seller does not reject this Purchase Order within five (5) days following receipt of the Purchase order, or if Seller delivers any of the items ordered or performs of the services ordered herein Seller will be deemed to accept this Purchase Order. No other terms will apply to Supplier's provision of products or services, except as agreed to in writing between the parties, in which case the written agreement will control. Seller's preprinted terms listed on an invoice or other document are rejected by Buyer. All specifications, drawings, and data submitted to Seller with this Purchase Order are incorporated herein and made a part hereof (collectively, the "Contract"). Any references to documents on Kohler's Conducting Business website are available at <https://www.kohlercompany.com/suppliers/conducting-business/> and are incorporated by reference.

SUPPLIER CODE OF CONDUCT

By accepting this purchase order Seller agrees to abide by Buyer's Supplier Code of Conduct found on the Kohler Conducting Business website.

CONFIDENTIALITY

Seller will treat all proprietary and non-public information and materials provided by Buyer as confidential information and will not use the information except as reasonably necessary to fulfil its obligations under the agreement, and will not disclose the confidential information to any third Party except as agreed to in writing by Buyer.

CHANGES

Buyer reserves the right at any time to change: (a) Specifications, drawings and data incorporated in this Contract where the items to be furnished are to be specifically manufactured for Buyer; (b) Methods of shipping or packaging; (c) Place of delivery; and (d) Time of delivery. Any changes to these terms of the Contract will be reflected in a change order issued to the Seller and the terms listed herein apply. Seller-initiated changes, including a subcontract change, must use the Supplier Change Request form found on Kohler's Conducting Business website.

SHIPPING

Except as otherwise stated on the front of this Purchase Order, Seller shall ship products to Buyer's facility, FCA (Incoterms 2010). Shipments will comply with Buyer's packaging guidelines and all wood products will comply with ISPM 15 regulations. Shipments sent C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk. Shipments will comply with Buyer's freight routing guides when using Buyer's freight accounts. If freight policy is not properly followed by Seller, Buyer reserves the right to charge back the Seller for freight expenses. If Seller is unable to meet the required due date with normal modes of transportation, Seller is responsible for all costs associated with expedited freight.

TITLE AND RISK OF LOSS

Unless otherwise stated on the face of this order, the title, risk of loss and expense of transportation transfer

to Buyer at Buyer's dock. The Seller undertakes to insure the products to destination at Buyer's facility.

DELIVERY

Time is of the essence in this Contract and, if delivery of items or rendering of services is not completed by the time promised, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this Contract by notice to Seller. Any provisions herein for delivery of products or the rendering of services by installments shall not be construed as making the obligations of Seller severable.

QUALITY / NON-CONFORMING PRODUCTS

Seller shall meet all supplier quality requirements. If not otherwise specified, Seller must abide by the policies set forth in the Global Supplier Quality Manual available on Kohler's Conducting Business website. Buyer is not required to perform incoming inspections of any products, and Seller waives any right to require Buyer to conduct any such inspections. If Buyer rejects any products as non-conforming, Buyer may, at its option, (a) reduce the quantities of products ordered by the quantity of non-conforming products, (b) require Seller to replace the non-conforming products, and/or (c) exercise any other applicable rights or remedies. Seller must provide written instructions within forty-eight (48) hours of notice of Buyer's rejection of non-conforming products of how Buyer should dispose of rejected products. Seller will bear all risk of loss with respect to all non-conforming products and will promptly pay or reimburse all costs incurred by Buyer to return, store or dispose any non-conforming products. Buyer's payment for any non-conforming products will not constitute acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Seller of responsibility for the non-conforming products.

WARRANTY

By accepting this order, Seller warrants that the products and services to be furnished hereunder will be in full conformity with Buyer's requirements (including, but not limited to, specifications, drawings, data, samples or statements of work), and will be of merchantable quality and fit for use intended by Buyer. Seller further warrants that products will be free of defects in design, material and workmanship. Seller agrees that this warranty shall survive acceptance of the items. Said warranties shall be in addition to any express warranties given to Buyer by Seller.

PRODUCT COMPLIANCE

Seller shall ensure that all products will comply with the Product Compliance requirements listed in Buyer's Product Environmental Policy and Restricted Material List found on the Kohler Conducting Business website.

PRICE

Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the items or services covered by this order, is the lowest price charged by the Seller to Buyers of a class similar

to Buyer under conditions similar to those specified in this order and that prices comply with applicable government regulations in effect at the time of quotation, sale or delivery.

PAYMENT

Standard payment terms are net 90 days next payment run from receipt of invoice unless otherwise stated on the face of this Purchase Order or where a shorter period is required by law. Buyer's Vendor Code and Purchase Order number must appear on all invoices for payment. Buyer will not pay for shipping and transportation unless expressly authorized by this order. Seller agrees to provide Buyer with copies of bill of lading or express receipt evidencing the shipping charges. It is understood that the cash discount period will date from the receipt of goods or the invoice whichever is later. In no event is Buyer obligated to make payment prior to its normal payment cycle.

BUYER'S REMEDIES

In the event Seller breaches this Contract, Buyer may: (a) "cover" the products and recover from Seller the difference between the cost of cover and the contract price, (b) obtain specific performance from Seller, (c) reject the products and repudiate the contract and recover from Seller the difference between the market price and the contract price, or (d) accept the goods and setoff or recover from Seller the difference between the value of the goods and the contract price. Notwithstanding anything to the contrary elsewhere, the foregoing shall not limit Buyer's other rights and remedies (including Buyer's rights to recover its incidental and consequential damages from Seller).

PROPERTY FURNISHED TO SELLER BY BUYER

Unless otherwise agreed in writing, all property furnished to Seller by Buyer, or specifically paid for by Buyer, for use in the performance of this Contract, shall be and remain the property of Buyer, shall be subject to removal upon Buyer's instruction, shall be marked or tagged showing it is the property of Buyer, shall be used only in filling orders from Buyer. Buyer does not authorize any other usage of Buyer owned tooling for the manufacture of items to third parties or the use of products made to Buyer specifications for third parties without written authorization from Buyer. Seller agrees to maintain (including repair) all tools (at Seller's expense) capable of producing (Products) for as long as Buyer orders such products.

COMPLIANCE WITH LAWS

In accepting this Purchase Order, Seller represents that it has and will continue, during the performance of this Purchase Order, to comply with the provisions of all applicable domestic and foreign laws, including but not limited to environmental, occupational, health, and safety laws, import and export compliance laws as well as all laws and regulations from which liability may accrue to Buyer from any violation hereof. Seller further represents that it will comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Law. Seller represents it is an equal opportunity employer and does not discriminate based on any protected

status or as prohibited by law and as more specifically outlined in Buyer's Supplier Code of Conduct.

TERMINATION

Buyer may terminate this order for its convenience, in whole or in part, by written or telegraphic notice at any time. If this Purchase Order is terminated for convenience, Buyer will pay Seller for the pro-rata price based on the percentage of work completed prior to cancellation.

FORCE MAJEURE

Delays resulting from causes outside the reasonable control of either party, including but not limited to acts of God, acts or requests of government or governmental agencies in their non-commercial capacity, riot or civil commotion, sabotage, accidents, fire, flood, explosion damage to plant or facilities, epidemics, typhoons, quarantine restrictions, or absence of normal means of communication or transportation shall extend the time of performance for a period not to exceed 30 cumulative calendar days ("Force Majeure Period"). Neither party shall be liable for any loss, damage, detention or delay resulting from any of the foregoing causes. Buyer may terminate this purchase order for force majeure events that continued beyond the Force Majeure Period.

INDEPENDENT CONTRACTOR

Seller shall perform the work necessary for performance of this Contract with Seller's employees and agents under the control of Seller. Buyer's On-Site Contractor Clauses available on the Kohler Conducting Business website apply whenever any goods will be installed or services will be performed on Kohler property.

PRODUCT LIABILITY AND INSURANCE

Seller hereby indemnifies and agrees to defend Buyer and hold Buyer harmless against all claims: (a) arising out of the performance of the services or the use by Buyer or other persons of the products furnished hereunder (including property damage or personal injury), and (b) for actual or alleged infringements of any U.S. or foreign letters patent resulting from the use or sale of the products purchased hereunder. Seller shall maintain adequate general liability insurance. Unless otherwise stated on the front of this Purchase Order, Seller shall maintain at least US \$1,000,000 in general liability insurance.

TAXES

Unless the purchase is subject to sales and/or use taxes as indicated on the front of this Purchase Order, this price shall not include sales, use, excise, or similar state or local taxes applicable to the goods or services furnished hereunder or to the materials used therein. Where such taxes are applicable, they shall be shown separately on Seller's invoice.

Other State Taxes: Buyer's Exemptions Certificate (if applicable) is included in the purchase order or has previously been sent to Seller. Any questions concerning taxes should be referred to Buyer's Tax Department.

APPLICABLE LAW

This purchase order shall in all respects be construed by the laws of the State from which Buyer issues it.