

SUPPLIER GENERAL TERMS & CONDITIONS

PURCHASE ORDERS

Kohler Co. and its affiliates and subsidiaries (collectively, "Kohler") may submit Purchase Orders to you ("Supplier") that describes the service(s) and/or product(s) (which may include equipment) that Kohler wishes to purchase from Supplier. If Kohler and Supplier have previously executed or do execute a separate, written negotiated agreement governing the services and/or products (the "Negotiated Agreement"), then the Negotiated Agreement will apply to those services and/or products starting as of the effective date of the Negotiated Agreement. If there is no Negotiated Agreement, these Supplier General Terms & Conditions will govern. No terms or conditions provided by Supplier will apply to its provision of the services or products, and such terms and conditions are hereby rejected by Kohler. Any specifications and/or other materials submitted by Kohler to Supplier and all documents at <https://www.kohlercompany.com/suppliers/conducting-business/> are incorporated herein and made a part hereof. All of the foregoing are hereinafter collectively referred to as the "Contract".

CHANGE REQUEST

After Kohler submits a Purchase Order to Supplier, Kohler may request a change to the specifications, project schedule, and/or other scope related matter (each a "Change"). Kohler will submit each Change in writing to Supplier, and, upon receipt, Supplier will promptly submit a Change impact estimate, if any, to Kohler, which will include all necessary revisions to the project schedule and increases or decreases to the price. Kohler will review the estimate and notify Supplier whether to proceed with such Change.

QUALITY CONTROL

Prior to the shipment of any product, Supplier will establish a quality system that conforms to the requirements set forth in Kohler's Global Supplier Quality Manual, a copy of which is available at the website listed above.. If any product is non-conforming upon delivery, Kohler may refuse its acceptance.

PACKAGING AND SHIPPING

If Kohler is purchasing products from Supplier, Supplier will ship products in the manner stated on the applicable Purchase Order. Supplier will be responsible for complying with all applicable packaging, labeling, and customs laws and regulations. Supplier is solely responsible for verifying and warranting that all solid wood packing materials are entirely free from bark and live plant pests. All shipments containing wood packaging material or pallets will be heat treated and/or fumigated and meet any other requirements.

DELIVERY AND ACCEPTANCE

Time is of the essence with respect to delivery of the services and products. If Kohler is purchasing products from Supplier, Supplier will be responsible for additional freight costs (including without limitation air shipments) that may be incurred as a result of a delinquent shipment, and Supplier agrees that any additional freight costs incurred by Kohler may be deducted by Kohler against any amount due to

Supplier. Title and risk of loss in the products will pass to Kohler when the products are delivered in accordance with this Contract, except for any product loss or damage due to the inadequate, inappropriate, or defective packaging by Supplier. Acceptance of all services and products are conditioned upon Kohler's express written approval.

FEES AND PAYMENT TERMS

The price for the services and/or products will be listed in the applicable Purchase Order. Unless otherwise required by local law or mutually agreed to between the parties, Kohler will pay any undisputed invoice within net ninety (90) days next payment run (which will be no less than once per week) of the invoice date. Supplier's invoice will include the Purchase Order number, services and/or product description, price, and other reasonable information that may be requested by Kohler. Kohler will send payment to the place designated by Supplier, provided that such place will be in the country of Supplier's registered address, and to an account designated in Supplier's name. Unless the purchase is subject to sales and/or use taxes, as indicated on the applicable Purchase Order, the price will not include such taxes. If such taxes are applicable, Supplier will show such taxes separately on its invoice.

OWNERSHIP

All materials and property furnished by Kohler to Supplier or specifically paid for by Kohler will be and will remain the property of Kohler, will be subject to removal upon Kohler's request, will be marked showing it is the property of Kohler, and will be used only in fulfilling its obligations under this Contract. Any ideas, know-how, inventions, patents, and other intellectual property owned by a party will remain such party's property. If Supplier performs any custom work specifically for Kohler, such custom work will also be the property of Kohler.

CONFIDENTIAL INFORMATION

Supplier will treat all proprietary and non-public information and materials provided by Kohler as confidential information. Supplier will not use any confidential information for any purpose, except as reasonably necessary to fulfil its obligations under this Contract, and will not disclose any confidential information to any third Party, except as previously agreed to in writing by Kohler. Supplier will, at the request of Kohler, return all confidential information to Kohler and any copies thereof in the possession or control of Supplier. Supplier will not, whether directly or indirectly, use Kohler's name or trademarks in any form of publicity without Kohler's express written consent. Any consent, if granted, will immediately cease upon expiration or termination of this Contract.

WARRANTY

Supplier represents and warrants that the services, if any, will: (i) be performed in a professional and timely manner by adequately trained and technically competent personnel in accordance with industry standards; (ii) not violate and will comply with all applicable laws, rules, and regulations, including without limitation those anti-bribery, conflict mineral,

employment, import/export, and data protection laws applicable to the services and/or products being provided by Supplier; and (iii) not violate or in any way infringe upon the rights of third parties, including without limitation intellectual property and non-disclosure rights. Supplier further represents and warrants that the products, if any, will: (i) be newly manufactured in accordance with the specifications and other materials agreed upon by Kohler and Supplier; (ii) be of good quality and merchantable; (iii) be delivered with a clear title free of liens and encumbrances; (iv) not violate or in any way infringe upon the rights of third parties, including without limitation intellectual property and non-disclosure rights; and (vii) comply with the Product Compliance requirements listed in Kohler's Product Environmental Policy and Restricted Material List, copies of which are available at the website listed above. Supplier hereby assigns to Kohler all warranties of product components manufactured by Supplier or its affiliates or suppliers.

SUPPLIER CODE OF CONDUCT

Supplier further represents and warrants that it will comply with Kohler's Supplier Code of Conduct, a copy of which is available at the website listed above

SUPPLIER ON-SITE POLICY

If Supplier will be on Kohler's property, Supplier further represents and warrants that it will comply with Kohler's Contractor On-Site Policy, a copy of which is available at the website listed above.

REMEDIES

If Kohler is purchasing products from Supplier, if any product fails to comply with any of the relevant warranties set forth herein, Supplier will, at Kohler's option: (i) repair such product free of charge; (ii) replace such product free of charge with a new product; or (iii) refund the price of such product. If any product fails to comply with any of the relevant warranties set forth herein, Supplier will be responsible for: (i) the full expense of return, redelivery, and installation of the replacement product; (ii) reimbursing Kohler (within thirty (30) days from the date Kohler provides written notice to Supplier) for expenses incurred by Kohler; and (iii) all other incidental or consequential damages.

TERMINATION

Kohler may terminate this Contract and/or any applicable Purchase Order, at any time and without cause, by giving no less than thirty (30) days' prior written notice to Supplier. If Kohler terminates for convenience, Kohler will pay Supplier all undisputed amounts invoiced by and due to Supplier prior to the termination date and in accordance with the payment provisions of this Contract.

INDEMNIFICATION

Supplier will, at its own cost and expense, defend, indemnify, and hold Kohler harmless from and against all claims arising out of or relating to: (i) allegations that the services or products violate, misappropriate, or infringe a third-party's intellectual property rights; (ii) Supplier's breach of this Contract, (iii) the failure of the services and/or products or any component part

thereof; or (iv) Supplier's errors, omissions, fraud, willful misconduct, negligence, or gross negligence. In the event of a claim, Supplier will have sole control over the selection of counsel and the defense, but any settlement will require Kohler's prior written consent.

INSURANCE

Unless otherwise required by local law or mutually agreed to between the parties, Supplier will maintain, at a minimum, general liability insurance with a limit of not less than \$1,000,000 USD (or the applicable currency equivalent) per occurrence and \$1,000,000 USD (or the applicable currency equivalent) in the aggregate.

FORCE MAJEURE

Delays resulting from any cause outside the reasonable control of either party, including without limitation 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 plants or facilities, epidemics, typhoons, quarantine restrictions, or absence of normal means of communication or transportation (each, a "Force Majeure Event") will extend the time of performance for the affected Party for a period not to exceed thirty (30) cumulative calendar days ("Force Majeure Period"). Neither party will be liable for any loss, damage, detention, or delay resulting from a Force Majeure Event. Kohler may terminate this Contract and/or any applicable Purchase Order if a Force Majeure Event continues beyond the Force Majeure Period.

GOVERNING LAW

This Contract will, in all respects, be governed by and construed in accordance with the laws of the jurisdiction from which Kohler issues the applicable Purchase Order.

MISCELLANEOUS

The parties are independent contractors. This Contract does not create any relationship of employment, agency, partnership, joint venture, or license or any fiduciary duty, liability, or similar obligation between the parties. Supplier may not assign this Contract or any part hereof to any third party without the prior written consent of Kohler. This Contract may not be modified or amended, except in writing and signed by both parties. No waiver by either party will be effective, unless explicitly set forth in writing and signed by the party so waiving. Sections of these Supplier General Terms & Conditions that, whether by implication or nature, are intended to survive will survive the termination of this Contract and/or any applicable Purchase Order.

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