

# Newell Brands

## Terms and Conditions of Purchase

**1. Agreement.** “Company,” “we” or “us” refers to the purchaser of goods or services identified on the front of this Purchase Order (“PO”). “You” or “Provider” refers to the provider of goods or services to us. “Company Address” refers to the address of the place of business of the Company, as set forth on the front of this PO. Company Address may be different from the invoice address or the shipping address. You acknowledge that you are an independent contractor and you shall have no authority to bind or otherwise obligate us in any manner nor shall you represent that you have a right to do so. Prior courses of dealing and performance and verbal agreements not reduced to a writing signed by us, to the extent they differ from, modify, add to or detract from the terms herein, shall not be binding on us. If this PO is placed under an existing contract, any terms of this PO which are inconsistent with such contract shall not be applicable. If this PO is not placed under an existing contract, this PO embodies the entire agreement and understanding between you and us and supersedes all prior agreements relating to the subject matter hereof. No right or interest hereunder shall be assigned by you, and no delegation of any obligation owed, or of the performance of any obligation, by you shall be made, without our prior written consent.

**2. Acceptance; Termination.** Any acceptance of this PO is limited to acceptance of the express terms of the offer contained on the front and reverse side of this PO. Any additional or different terms proposed by you or any attempt by you to vary in any degree any of the terms of this PO in your acceptance are hereby rejected, and (i) such additional or different terms shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, (ii) such additional or different terms shall be deemed to materially alter the terms of this PO, and (iii) this PO shall be deemed accepted by you without such additional or different terms. If you have made a prior offer with respect to the goods or services identified on the front side of this PO, our acceptance of your offer is expressly conditional upon your assent to the terms contained herein. Your commencement of work on the goods subject to this PO (the “goods”), shipment of the goods or your commencement of the performance of the services to be rendered hereunder (the “services”), whichever occurs first, shall be deemed an effective mode of acceptance of our offer or counteroffer, as the case may be, to purchase the goods/services. We reserve the right to terminate this PO or any part hereof (i) for our sole convenience and (ii) for cause if you fail to comply with any of the terms herein. In the event of such termination for convenience, you shall (i) immediately stop all work hereunder and shall immediately cause your suppliers or subcontractors to cease such work, (ii) be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, and (iii) not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by your suppliers or subcontractors which you could reasonably have avoided. Any claim by you for payment of the termination charge provided for hereunder shall be deemed waived unless asserted in writing to us within 15 days after receipt by you of the notice of termination. In the event of termination for cause, we shall not be liable to you for any amount.

**3. Delivery; Risk of Loss; Force Majeure; Payment.** Time is of the essence of this PO. All goods shall be delivered and services performed in accordance with the terms specified in this PO. You shall notify us immediately of any circumstance that may cause a delay in delivery. If you fail to meet the delivery date, we may, without limiting our other remedies, (i) expedite routing of the goods, and any additional costs incurred by such expedited routing shall be paid by you, (ii) purchase similar goods/services and charge you with the loss, or (iii) terminate this PO. Notwithstanding the use of any FOB or other term in this PO to the contrary, you assume all risk of loss of the goods until we actually receive goods/services fully conforming to this PO. You shall notify us of all “hazardous materials” (as defined in Applicable Laws governing transportation) which are contained in the goods. You shall provide us with all applicable Material Safety Data Sheets (“MSDSs”) for any hazardous chemicals (as defined in applicable Laws governing occupational health and safety) no later than the initial shipment date of such goods. If the goods are chemicals or chemical compounds, the Chemical Abstracts Services (CAS) number(s) shall appear on the MSDSs. You shall manufacture the goods in conformance with all applicable consumer product safety standards, bans and rules issued under the U.S. Federal Consumer Product Safety Act, the U.S. Federal Hazardous Substances Act, the U.S. Toxic Substances Control Act, Regulation (EC) n°1907/2006 (REACH), Regulation (EC) No 1272/2008 (CLP), and, in the case of electrical equipment and components, Directives 2002/95/EC and 2011/65/EU (RoHS), as well as any other applicable foreign, state and local laws and applicable industry standards. You shall promptly provide us with all information we request in order to comply with applicable laws, rules, regulations and customer requirements and shall promptly notify us if you become aware of any defects, hazards or similar matters that should give rise to the need for corrective action with respect to the goods under any such laws and standards. Without limiting the foregoing, you shall notify us immediately of the presence of any Substance of Very High Concern (SVHC), including any substance on the SVHC candidate list, specified under REACH regulations, as the same are updated from time to time, including the name and chemical abstract number of such substance, the concentration of such substance, and any additional information requested by us. You shall implement procedures to assure that all goods (including any materials provided by your suppliers) do not contain conflict minerals (such as columbite-tantalite (also known as coltan (tantalum, niobium)), cassiterite (tin), wolframite (tungsten), gold or their derivatives) that directly or indirectly finance armed groups through mining or mineral trading in the Democratic Republic of Congo or an adjoining country. We shall not be liable for failure to perform our contractual responsibilities, including our obligation to accept and/or pay for the goods/services, if such failure is due to causes beyond our control, including, without limitation: acts of God, you, civil/military authority; judicial action; fires; floods; epidemics; quarantine; strikes; war; terrorism; riots; delays in transportation; or inability to obtain necessary labor, materials, or manufacturing facilities. We will pay you upon receipt of an accurate and itemized invoice referencing a valid PO number, and unless stated otherwise on the reverse side hereof, all payments will be made in U.S. currency. All claims for money due or to become due from us shall be subject to deduction or setoff by us by reason of any counterclaim or liability arising out of this or any other transaction with you. Unless specified differently on the front of this PO, payments will be made in full within 90 days of receipt of the goods/services, and we shall be entitled to a 2% discount for payments made within 60 days of receipt of the goods/services. In the event that the purchaser of goods/services under this PO is a subsidiary of Newell Brands Inc. (“Parent”), Parent may, at its sole discretion, and without notice to you, assume all payment obligations of the subsidiary under this PO. Further, in the event of insolvency of Parent, you agree that your rights to payment under this PO may be subordinated to those of Parent’s creditors. You warrant that the prices for the goods or services rendered hereunder are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event you reduce your price for such goods or services during the term of this PO, you agree to reduce the prices hereof correspondingly. You agree that prices shown on this PO are all inclusive, and no additional charges of any type, including, without limitation, shipping, packaging, labeling, custom duties, taxes, storage or insurance, shall be added.

**4. Inspection; Quality/Testing; Defects; Changes.** We have the right prior to acceptance to inspect any such goods/services and to reject any or all goods/services that are in our judgment defective. You will permit us to inspect goods/services at any or all stages of their production at any time at your facilities or those of any of your subcontractors or any location in which the goods or services are manufactured or rendered (“Inspections”). We may reject an entire lot based upon a sampling. Any such lot may be returned to you for one hundred percent (100%) retesting at your cost. Our acceptance is always conditional; we may later reject goods/services that exhibit or develop defects. Goods rejected in excess of quantities called for in this PO may be returned at your expense and, in addition to our other rights, you shall pay all expenses of examining and reshipping such goods and risk of loss upon reshipment to you shall be yours. Nothing contained in this PO shall relieve you in any way from the obligation of testing, inspection and quality control. You will maintain an objective quality program in accordance with, and will otherwise participate and comply with, our supplier quality and certification programs. If you become aware that a defect may exist in any goods sold to us and the defect is capable of causing death or bodily injury to any person or property damage (“Hazard”), you shall immediately notify us, and you are responsible for any and all costs associated with the Hazard including, without limitation, the cost of corrective action/recall and any costs we incur as a result of such Hazard. You will provide us any information, including but not limited to composition or formulation of goods, necessary to enable us to comply with applicable Laws in our use or sale of goods and/or to assess the environmental impact associated with the goods. We shall have the right at any time to make changes in drawings, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, and notice of such increase or decrease shall have been provided within 15 days, then an equitable adjustment shall be made and this PO shall be modified in writing accordingly.

**5. Warranty.** In addition to your customary warranties, any express warranties, and any other warranties contained herein or implied by law, you expressly warrant that all of the goods/services covered by this PO: (i) will conform to all specifications, descriptions and samples provided by us, or provided by you and approved by us, (ii) will be new, (iii) will be free from defects in design, material and workmanship, (iv) will be adequately contained, packaged, marked and labeled, (v) will be merchantable, (vi) will not (and in their normal use or resale will not) infringe any patent, trademark, copyright, trade dress, trade secret or any other proprietary right now existing or hereafter issued, (vii) will be safe and appropriate for the purpose for which goods/services of that kind are normally used, and (viii) will be manufactured, processed, packaged, labeled and shipped in accordance with all Applicable Laws and our shipping instructions. If you know or have reason to know the particular purpose for which we intend to use the goods/services, you warrant that such goods/services will be fit for such particular purpose. Inspection, test, acceptance or use of the goods delivered or services rendered hereunder shall not affect your obligation under these warranties, and such warranties shall survive inspection, test, acceptance, payment and use. Your warranties shall run to us, our successors, assigns, agents, customers, and users of products sold by us. You agree to correct any defects or replace any goods/services not conforming to the foregoing warranties promptly, without expense to us. In the event of your failure to correct defects in or replace nonconforming goods/services promptly, we, after reasonable notice to you, may make such corrections or replace such goods/services and you shall reimburse us for the cost incurred by us. The remedies stated herein shall be in addition to, and not in lieu of, other remedies that we may have under this PO or under law.

**6. Confidentiality; Tangible & Intellectual Property.** You shall consider all commercial, financial or technical information and documents (including any drawings, specifications or other documents) furnished by us or that you prepared based upon information we provided to you to be confidential, in perpetuity, and you shall not disclose any such information or documents to any other person or use such information or documents for any purpose other than performing this PO. No confidential information disclosed in any manner or at any time by you to us shall be deemed secret or confidential, and you shall have no rights against us with respect thereto. All tools, dies, specifications, drawings, designs or other property furnished or paid for by us in connection with this Order (“Company Property”) will (i) be and remain the tangible and intellectual property of the Company and be marked as such; (ii) be used only by you and only in performance of this PO; (iii) not be moved from your premises without our written consent; (iv) be kept free of all liens, claims, and encumbrances; (v) not be modified; and (vi) be maintained in good working order. You will bear all risk of loss or damage to Company Property until it is returned to us. Upon request you will deliver all Company Property in good condition, ordinary wear and tear excepted, to any location designated by us. You hereby assign to us, as a work-for-hire or otherwise, all rights, title and interest in any and all intellectual property rights with respect to any drawings, information, ideas, or expressions of information that you create in performing under this PO.

**7. Indemnification and Insurance.** You shall promptly assume full responsibility for defense, at your expense, of any claim or action that may be brought against us, our successors, assigns, agents, subsidiaries, affiliates, customers or other vendors (collectively, “Indemnified Parties”) alleging any of the following (collectively, “Covered Claims”): (a) infringement of any patent, trademark, trade dress, trade secret or copyright or of any contractual, intellectual property or other rights of any third party arising from the manufacture, importation, purchase, use or sale of any goods/services provided hereunder; (b) any unfair competition arising from any text, copy, design, mark, or appearance of any such goods; (c) any loss or damage arising out of or resulting from either any actual or threatened defect in the goods/services covered by this PO or any actual or alleged breach of any warranty or certification by you in connection with such goods or services; (d) any personal injury, illness, death or property damage resulting from the purchase or use of, or contact with, any goods delivered or services rendered hereunder; (e) the assessment or imposition of any excise, duty, tariff, use or other tax (however designated) upon the production, sale, import, delivery or use of the goods/services covered by this PO, or (f) your negligent acts or omissions in connection with any goods/services provided hereunder. You further agree to indemnify and save harmless the Indemnified Parties from any and all costs, expenses, losses, royalties, profits, and damages (including attorneys’ fees) resulting from any Covered Claim, including any settlement. This indemnification shall be in addition to your warranty obligations. An Indemnified Party may be represented by and actively participate through its own counsel in any such suit or proceeding. The indemnification obligations under this paragraph shall survive the termination of this PO and shall continue for as long as the statute of limitations applicable to any potential Covered Claim remains unexpired. Throughout the term of the indemnification obligation set forth herein, you shall carry commercial general liability insurance on a form offering coverages equal to ISO form CG 0001 10.01, including product liability and completed operations coverage and broad form vendors and contractual liability endorsements, in the amount of not less than \$5,000,000 combined single limit per occurrence, without any portion of such insurance designated as self-insurance/eductible and with such insurance to be primary over and above any other insurance available to Indemnified Parties. Such coverage shall be on a date of occurrence form, shall name all Indemnified Parties as additional insureds, and shall provide for a waiver of subrogation in favor of those Indemnified Parties. The insurance coverage required by this paragraph shall be provided by an insurance company with a rating of at least “A-VII” in Best’s Insurance Guide. You shall deliver to us upon request an ACORD certificate of insurance evidencing all Indemnified Parties as additional insureds under the foregoing insurance coverage, and you shall notify us should any of these policies be cancelled before their expiration, and notice will be delivered to us in accordance with the provisions of the policies. Upon request, you shall deliver to us a copy of the Broad Form Vendor’s endorsements to the policies naming Indemnified Parties as additional insureds.

**8. Legal Compliance; Labor Practices/Human Rights.** You will comply with all of our ethical standards/policies for suppliers and all applicable laws and regulations of any governmental authority with jurisdiction over your activities in connection with this PO (collectively, “Applicable Laws”) and will furnish to us any information required to enable us to comply with Applicable Laws in our use or sale of the goods/services. You shall make no use of child, prison, or slave labor, nor shall you engage in any unfair labor practice or violation of human rights, and all labor and/or materials used in connection with the goods shall be employed and/or produced in compliance with applicable laws forbidding slavery and human trafficking. You shall certify compliance by providing a sworn declaration of your officer/managing agent. We shall have the right to perform Inspections to ascertain your compliance. You will certify to, and mark products and/or packaging with, the country of origin for each product so as to satisfy the requirements of customs authorities of the country of receipt and any other Applicable Laws. If any products are imported, you will, at our request, either (i) allow us to be the importer of record or (ii) provide us with any documents required to prove importation and to transfer duty drawback rights to us. At all times during your performance of your obligations hereunder, you shall use commercially reasonable efforts to maintain the security of the supply chain by compliance with Applicable Laws. You will maintain accurate and legible records in English and will grant to us access to and copies of, any information requested by us with respect to your performance under this PO (including testing and quality control documentation) for 5 years after the date of this PO.

**9. Non-Compete and Non-Solicit.** If you have received any confidential information from us, for a period of two years from the date you no longer have a relationship with the Company, you shall not (a) directly or indirectly engage or assist others in any enterprise that is competitive with the Company’s business; (b) either alone or in association with others, solicit, divert or take away the business or patronage of any of our clients or customers who were provided goods/services by the us during the 12-month period prior to the cessation of your relationship with us; and/or (c) either alone or in association with others, solicit or induce any Company employee to terminate his employment with us.

**10. General Terms.** Any provision of this PO that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. No amendment or waiver of any provision of this PO shall be valid unless in writing and signed by both parties. Our failure to insist on performance of any of the terms herein or to exercise any right hereunder, or our waiver of any breach, shall not waive any other terms, conditions or privileges. Each of our rights and remedies under this PO shall be cumulative and additional to any other or further rights or remedies provided in law or equity or hereunder. Our liability on any claim of any kind for any loss or damage arising out of or in connection with this PO, or from the performance or breach thereof, shall in no case exceed the price allocable to the goods or services or any part thereof which gives rise to the claim. This PO shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Delaware, USA, and all disputes arising from or relating to the terms of this PO shall be submitted exclusively to the courts of competent jurisdiction within the district or county/parish which embraces the Company Address, and you agree to submit to the jurisdiction of such courts. Notwithstanding the foregoing, however, if you are a company registered under the laws of the People’s Republic of China (“PRC”) or Hong Kong or Macau Special Administrative Regions (“SARs”), then (i) if the Company is not registered under the laws of the People’s Republic of China (excluding the Hong Kong and Macau SARs), any dispute arising out of or relating to this PO shall be determined by arbitration in New York, New York, USA by the International Centre for Dispute Resolution (the “ICDR”) in accordance with its International Arbitration Rules in force when the notice of arbitration is submitted (“ICDR Arbitration”), and (ii) if the Company is registered under the laws of the PRC (excluding the Hong Kong and Macau SARs), this PO shall be governed by and construed in accordance with the laws of the PRC, and all disputes arising from or relating to the terms of this PO shall be determined by arbitration in Beijing, China at the China International Economic and Trade Arbitration Commission (the “CIETAC”) in accordance with the arbitration rules of the CIETAC in force when the arbitration is applied (“CIETAC Arbitration”). The arbitral tribunal shall consist of three arbitrators, and the arbitration proceedings shall be conducted in the English language. In the case of ICDR Arbitration, (A) each party shall appoint a person to serve as an arbitrator within ten days after the commencement of arbitration, (B) the parties shall then appoint the presiding arbitrator within ten days after selection of the party appointees, (C) if any arbitrators are not selected within these time periods, the ICDR shall, at the written request of any party, complete the appointments that have not been made, and (D) such arbitrators shall be freely selected, and the parties shall not be limited in their selection to any prescribed list. In the case of CIETAC Arbitration, (A) all arbitrators shall be fluent in English and shall have experience in handling cases involving investment by foreign investors in the PRC, (B) such arbitrators shall be appointed pursuant to the CIETAC rules, and (C) such arbitrators (including the presiding arbitrator) may be appointed from outside CIETAC’s panel of arbitrators, before which such person shall have been confirmed by the Chairman of the CIETAC. The arbitral tribunal may award injunctive relief at its discretion according to the rules of ICDR or CIETAC, as applicable. The arbitration award shall be final and binding on all the parties, and a party may apply to a court of competent jurisdiction for enforcement of such award. The losing party shall bear all arbitration fees and costs, and shall compensate the other party’s costs related to the arbitration, including attorneys’ fees. You waive any objection based on forum non-conveniens and any objection to venue of any action instituted hereunder, and each party disclaims the United Nations Convention on Contracts for the International Sale of Goods.