



## TENNANT SALES AND SERVICE COMPANY GENERAL TERMS & CONDITIONS (PRODUCT)

**GENERAL.** These Terms and Conditions govern the purchase of Products by Buyer from Tennant Sales and Service Company, a Minnesota corporation ("Tennant"). Terms of sale for Tennant's service offerings are available from Tennant upon request.

**1. Inconsistent Terms.** These Terms and Conditions supersede inconsistent terms and conditions in documentation submitted by Buyer to Tennant. TENNANT EXPRESSLY CONDITIONS ITS OBLIGATION TO PERFORM ON BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

**2. Price.** Unless otherwise stated in Tennant's written quotation, prices are firm for 30 days from the date of Tennant's written quotation and do not include shipping charges (except as noted in section 7), federal, state or local sales, duties, use or excise taxes.

**3. Changes and Corrections.** Tennant may change the terms, conditions or pricing until it issues an order acknowledgement, except as noted in Section 2. Clerical errors are subject to correction at any time.

**4. Payment.** Payments are due NET 30. Credit terms may be withdrawn or changed at any time. Fabrication and delivery may be delayed if an account is delinquent. Buyer will pay all costs of collection including reasonable attorneys' fees and costs. Buyer has no rights of set-off.

**5. Order Modification.** If Buyer requests to modify its purchase order after Tennant has sent Buyer an Order Acknowledgement form, Buyer shall compensate Tennant for its reasonable expenditures made in reliance on the purchase order prior to its receipt of the modification request, including, without limitation, expenditures to design, procure or manufacture non-standard components or configurations for machines, accessories, parts or consumables. Tennant shall use commercially reasonable efforts to mitigate such expenditures after its receipt of the modification request.

**6. Security Interest.** Buyer agrees to sign or authenticate, when requested by Tennant, such documents as are necessary for Tennant to acquire and perfect a security interest in Products sold hereunder to Buyer, together with all proceeds thereof, to secure Buyer's performance and payment of all amounts due on this sale. Buyer authorizes Tennant to file a financing statement. Tennant shall release its security interest upon receipt of full performance and payment. Notwithstanding, upon delivery Tennant (i) cannot direct the disposition of the Products, (ii) cannot rescind the transaction, (iii) cannot prohibit the Buyer from using the Products in the ordinary course of business, and (iv) has no other rights that would normally rest with the holder of a lien on the Products.

**7. Shipping and Performance.** For machines and accessories, shipping terms are FOB Shipping Point, freight prepaid and added. For parts and consumables, shipping terms are FOB Shipping Point, freight prepaid. Tennant shall select the carrier. Tennant may make partial shipments. Performance and shipping dates referenced by Tennant are approximate dates only. Tennant shall not be liable for damages or penalty for carrier's delay in delivery or for failure to give notice of any delay, and the carrier shall not be deemed to be an agent of Tennant. Buyer must inspect and report all claims for shortages or incorrect charges within 10 days after Buyer's receipt of that particular shipment. Requests for proof of delivery must be received in writing within 30 days after receipt of the invoice for the Products.

**8. Title.** Title to Products will transfer to Buyer at the time of delivery to the carrier.

**9. Product Returns.** All Product returns must comply with Tennant's Return Materials Policy and be accompanied by Tennant's Return Material Authorization, available from Tennant upon request.

**10. Limited Product Warranty.** Tennant Company's standard manufacturer's limited warranty for the applicable Product, available from Tennant upon request, is the sole and exclusive obligation to the Buyer for any Product sold under these Terms and Conditions.

**11. Limitation of Liability.** THE ABOVE-REFERENCED LIMITED PRODUCT WARRANTY IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER REMEDIES. THESE ARE THE ONLY REMEDIES OF BUYER FOR ANY BREACH OF WARRANTY OR ANY OTHER CLAIM. TENNANT'S TOTAL LIABILITY ARISING OUT OF THE SUPPLYING OR USE OF PRODUCTS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL NOT IN ANY CASE EXCEED THE COST OF THE GOODS SOLD FOR WHICH ANY CLAIM IS MADE. IN NO CASE SHALL TENNANT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

BUYER AGREES TO INDEMNIFY AND HOLD TENNANT HARMLESS FROM ALL CLAIMS, DEMANDS, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, MADE BY THIRD PARTIES AGAINST TENNANT RELATING TO BUYER'S USE OR INSTALLATION OF THE PRODUCTS, AND TO PAY

**ANY COSTS AND EXPENSES INCURRED BY TENNANT TO ENFORCE BUYER'S OBLIGATIONS.**

**12. Indemnification.** Tennant shall indemnify, defend and hold Buyer harmless from and against any claim, demand, cause of action or liability for direct damage arising from Tennant's negligence or intentional misconduct in connection with its provision of Products to Buyer, subject to the limitations noted above.

**13. Insurance.** Tennant shall maintain Worker's Compensation, Employer's Liability, Auto Liability and General Liability and Casualty insurance coverage, as well as other coverage of a nature in accordance with, and in amounts commensurate with, standard industry practice. All policies are written by carriers with A.M. Best ratings of A- or higher.

**14. Product Alterations.** Tennant, if it deems necessary, may alter any Product's specifications, design, drawings, manufacturing process, components, materials, location of manufacture or delivery in any way, at any time, without any notice to or approval from Buyer.

**15. Telemetry.** Buyer acknowledges and agrees that Tennant may equip its Products with telemetry devices for the purpose of recording and transmitting to Tennant information intended to improve Product serviceability.

**16. Use of Orbio® Cleaning Solution Generators.** Unless expressly authorized by Tennant, Buyer shall use Orbio Cleaning Solution Generators to generate cleaning solutions only for its own internal use and not resell the solutions to third parties. Buyer is responsible for ensuring that all cleaning solutions are labeled and used in accordance with applicable health and safety regulations.

**17. Use of Brain Corporation Autonomous Solutions.** Certain Products may contain autonomous navigation and other features manufactured by Brain Corporation and in each such case, the terms of the Autonomous Mobile Robot End User License Agreement found at <https://tennantco.com/amreula> ("AMR EULA") shall be incorporated herein and govern Buyer's use thereof and rights thereto, in addition to the terms set forth in these General Terms & Conditions. Brain is a third party beneficiary of these General Terms and Conditions as they relate to the terms of the AMR EULA.

**18. Term and Termination.** Where applicable, the term of Buyer's right to use a Product shall be as set forth in the applicable purchase order. Tennant may terminate all or any portion of a purchase order, including Buyer's right to use Products and the provision of any services, in the event of a breach of any material term of the applicable purchase order and/or these General Terms and Conditions (or agreements incorporated herein), which breach has not been cured within ten (10) days of Buyer's receipt of written notice of breach. Immediately upon termination, Buyer's right to use Products with limited term use rights and Products for which full payment has not been made, shall cease. If termination is as a result of Buyer's default, then in addition to Tennant's other remedies at law or in equity, Tennant will be entitled to exercise all rights of a secured creditor under the Uniform Commercial Code or other applicable law with respect to any Product for which full payment has not been made as of the date of termination.

**19. Rights in Intellectual Property.** As between Buyer and Tennant, all intellectual property rights in goods and services provided by Tennant are vested solely and exclusively in Tennant

Company. No intellectual property rights in goods or services are assigned, licensed or transferred hereunder, except as may be expressly provided in the AMR EULA, as applicable.

**20. Force Majeure.** Tennant is not liable for any delay or failure to perform where, in Tennant's sole judgment, such timely performance is commercially impracticable, or where such delay or failure to perform is caused by conditions beyond Tennant's control, including, without limitation, acts of God, acts of governmental authorities, changes in applicable law, fire, flood, labor dispute, shortage, insurrection, war, or terrorism.

**21. Choice of Law; Disputes.** The validity, performance, construction and effect of this Agreement shall be governed by and construed under the laws of the State of Minnesota and the United States of America, without giving effect to the principles of conflict of laws. This Agreement expressly excludes the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Tennant and Buyer agree to make a good faith attempt to settle any dispute arising under this Agreement. To the extent they are unable to resolve a dispute informally, the parties agree to make a good faith attempt to resolve the dispute by mediation in Minneapolis, Minnesota. If such mediation fails to resolve the dispute, the parties agree to arbitrate in Minneapolis, Minnesota pursuant to the Optional Expedited Arbitration Procedures of JAMS.

**22. Severability.** If any provision of this agreement is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired.

**23. Legal Compliance.** Tennant and Buyer shall comply with all applicable federal, state and local laws, including, without limitation, the United States Foreign Corrupt Practices Act and Executive Orders 11246 and 13201.

To the extent that Tennant will have access to or otherwise process personally identifiable information in its performance hereunder which information is subject to regulation under applicable laws, rules and regulations, including privacy and security laws, requiring the execution of supplemental agreements to address such processing (e.g. HIPAA Business Associate Agreement, GDPR Data Processing Agreement etc.) the parties agree to promptly execute such supplemental agreements in the form as presented to Buyer by Tennant. Upon execution thereof, such supplemental agreement(s) shall be incorporated herein.

**24. Ethics Compliance.** Tennant strives to conduct business in accordance with the principles in our Business Ethics Guide, available at [www.tennantco.com](http://www.tennantco.com). If you believe that Tennant has not lived up to these principles, you can anonymously report your concerns by using a toll-free hotline: 1-877-774-6504.

**25. Assignment.** This Agreement is not assignable without the prior written consent of Tennant. Assignment without such consent is void.

**26. No Waiver.** Either party's failure to enforce any term or condition in this agreement shall not be construed as a waiver of any right available to either party hereunder.

**27. Contacts.** For all inquiries, call Tennant Customer Service at 800-553-8033, or write to the following address: Tennant Sales and Service Company, 701 North Lilac Drive, P.O. Box 1452 Minneapolis, MN 55440, Attn: Tennant Customer Service.