

STANLEY BLACK & DECKER, INC. AND ITS AFFILIATES
Standard Terms and Conditions of Purchase

1. General. THESE STANDARD TERMS AND CONDITIONS OF PURCHASE SHALL APPLY TO ALL PURCHASE ORDERS ISSUED BY THE STANLEY BLACK & DECKER, INC.'S ENTITY IDENTIFIED IN SUCH PURCHASE ORDER OR ANY OTHER SIMILAR DOCUMENT ("BUYER"). THE PURCHASE ORDER AND THESE TERMS AND CONDITIONS OF PURCHASE SHALL BE COLLECTIVELY REFERRED TO AS "THE AGREEMENT." BUYER'S PURCHASE ORDER IS BUYER'S OFFER TO SELLER TO PURCHASE THE GOODS AND SERVICES DESCRIBED HEREIN AND IS NOT BINDING ON BUYER UNTIL ACCEPTED BY SELLER. ACCEPTANCE OF THE AGREEMENT SHALL TAKE PLACE UPON EXECUTION AND RETURN OF THE ACKNOWLEDGEMENT COPY OR BY PART PERFORMANCE OF BUYER'S PURCHASE ORDER. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SET FORTH IN ANY ACKNOWLEDGEMENT, ACCEPTANCE OR INVOICE OF SELLER OR IN ANY SIMILAR COMMUNICATION ARE HEREBY REJECTED AND SHALL NOT BE BINDING OR EFFECTIVE UNLESS EXPRESSLY ASSENTED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF BUYER. IF SELLER HAS BEEN ISSUED A SCHEDULE AGREEMENT, SELLER ACKNOWLEDGES THAT SUCH AGREEMENT IS NON-BINDING UNTIL SELLER RECEIVES A FIRM RELEASE PURCHASE ORDER FROM BUYER IN CONNECTION THEREWITH.

2. Changes. Buyer may at any time prior to shipment of products by Seller, by written change order, change the design (including materials, drawings, and specifications), processing, method of packing and shipping, and the place of delivery, of the products and services. If the change affects cost or timing, Buyer shall adjust the purchase price and delivery schedules equitably. Seller shall not make any change in the design, processing, method of packing or shipping, or place of delivery of the products and services without the written consent of Buyer.

3. Shipping Instructions and Releases. See face of Buyer's purchase order. Seller must follow the specific instructions of the nominated forwarder of Buyer personnel when booking transportation equipment for the delivery of Buyer's order. If Seller fails to follow shipping instructions, Seller shall be responsible for all additional transportation charges incurred. If delivery dates are not specified on the face of Buyer's purchase order, Seller shall ship goods only as authorized in shipment releases issued to Seller by Buyer. Buyer may return over-shippeds or early shipments to Seller at Seller's expense. Buyer from time to time and with reasonable notice may change or temporarily suspend shipping schedules specified in Buyer's purchase order or shipment releases.

4. Delivery. Delivery must be made within the time and at the specific quantity stated on the face of Buyer's purchase order or shipment release. If delivery is not made as requested, Buyer reserves the right, at its option, to purchase elsewhere and charge Seller with any loss incurred as a result thereof (including any incidental and consequential damages), and to cancel the order, and to have the goods shipped air freight at Seller's cost. Acceptance by Buyer of a late delivery of either the whole or a part of the order shall not constitute a waiver of Buyer's claim for any damage that the late delivery may have caused.

5. Price. If price is not stated in Buyer's purchase order or in any other agreement between Buyer and Seller, it is agreed that Seller's price shall be the lowest prevailing market price as at the time of order. Price is to cover purchased goods or services in their entirety and, where purchase is by weight, net weight of material. No charges of any kind, including but not limited to charges for boxing, packaging, loading, bracing or cartage, will be allowed unless authorized by Buyer in writing.

6. Discount and Settlement of Invoices. Unless otherwise agreed by Buyer and Seller, the payment terms hereunder shall be net 105 days from receipt of an invoice from Seller, or receipt of merchandise, whichever is later. Any adjustments in Seller's invoice due to shortage, late delivery, rejection or other failure to comply with Buyer's purchase order, shall be made before payment. All invoices shall be deemed paid on the date that either a check is mailed to Seller by Buyer or an electronic wire of the payment is initiated by Buyer.

7. Warranty and Indemnity. (a) Seller expressly warrants that all goods, material and workmanship will conform with applicable drawings, specifications, samples, or other descriptions given, will be merchantable and fit for the purpose intended, and will be free from defects. All goods delivered shall meet all required UL/CSA or other international regulatory requirements as are mandated in the country of final sale. All goods delivered and services performed will be subject to test and inspection by Buyer at the place of manufacture or at destination or at both. Any of the goods found at any time to be damaged (including goods damaged due to unsatisfactory packaging by Seller) or defective or not in conformity with Buyer's purchase order may be corrected by Buyer at Seller's expense or rejected and returned at Seller's expense. If Buyer elects to return such goods to Seller at any time, Buyer shall be entitled to a credit equal to the purchase price of the goods or services, plus 15% of the purchase price of the goods or services. However, Buyer's inspection or failure to inspect shall in no way relieve Seller of responsibility hereunder. (b) To the fullest extent permitted by law, Seller agrees to indemnify and hold harmless Buyer from and against any and all liabilities, losses, damages, judgments, awards, costs, fees, and expenses, including all incidental and consequential damages (including, but not limited to, attorneys' fees and costs of investigation) incurred by Buyer resulting from or relating to any claim, notice, allegation, complaint, demand, action, lawsuit, investigation, proceeding, or other process or procedure of any kind (including, but not limited to, Buyer's own internal investigations, proceedings, processes or procedures, and those based in whole or part on patent, trademark or copyright infringement, negligence, product liability, quality defects, willful misconduct, breach of express or implied warranties, strict liability, deceptive or unfair trade practices, advertising liability, governmental statute or regulation, and the like) and caused by, arising out of or in any way resulting from the goods, materials, products, or services provided, shipped, furnished or delivered or services performed by Seller to, for, or on behalf of Buyer. (c) In the event that Buyer becomes subject to any investigation or report to a governmental agency or voluntary standards organization relating to compliance with safety regulations or product safety, or becomes subject to any corrective action plan, consent agreement or order requiring corrective action (including without limitation notice, recall, retrofit, repair, replacement or the refund of purchase price of said products or services, whether at the wholesale, retail or consumer distribution level), whether such corrective action plan, consent agreement or order is voluntary or is a mandate of any governmental agency or voluntary standards organization, or becomes subject to Buyer's own investigation relating to compliance with safety regulations or product safety, as the result of, arising from or in any way related to the goods, materials, products or services provided, shipped, furnished or delivered or services performed by Seller to, for, or on behalf of Buyer, Seller agrees to defend, protect, indemnify and hold harmless Buyer from any and all expenses and liabilities (including without limitation attorneys' fees and expenses, administrative costs and expenses, costs of investigation, notice, corrective action, recall, repair, replacement or the refund of the purchase price) which may be incurred in connection with any such investigation, corrective action plan, consent agreement or order requiring corrective action, or in assuring compliance or aiding or assisting compliance with such mandates. (d) The obligations of Seller under this Section 7 shall survive cancellation or termination of Buyer's purchase and are independent and do not in any way limit or satisfy the obligations of Seller to Buyer under any other provision of this agreement.

8. Confidential Information and Design Rights. All drawings, specifications, technical information, pricing information, data, designs, and other information furnished to Seller by Buyer in connection with the purchase of goods or services covered by Buyer's purchase order shall remain the property of Buyer and shall be maintained in confidence by Seller and shall be used by Seller only in connection with the performance of its obligation hereunder. Seller may disclose such information only to its employees on a need-to-know basis, but except as required by law (and then only with prior written notice to Buyer) shall not disclose the same to any third party, or publish, release or duplicate it at any time in any manner, without the express prior written consent of Buyer. The obligations set forth in this paragraph shall not apply to such information which Seller can establish by tangible evidence (a) was rightfully known or possessed by Seller at the time of its disclosure by Buyer to Seller, (b) is or becomes known to the public through disclosure in a printed publication without breach of Seller's obligations hereunder, or (c) is subsequently received by Seller from a third party having a lawful right to disclose it without restriction. Seller expressly agrees to, and hereby does, assign and transfer to Buyer all right, title and interest that Seller may have or to which it may be entitled, (a) in and to all copyrights in any work authored, directly or indirectly, with regard to goods specially manufactured for Buyer, including all designs, drawings, graphics, pictures, sculptures, text, specifications, technical information, and data, and (b) in and to all inventions, whether or not patentable (and to any patents or other protective rights including trade dress rights thereon), conceived or first reduced to practice, directly or indirectly, with regard to goods specially manufactured for Buyer. Seller agrees to execute such further confirmatory assignments, not inconsistent with this Paragraph 8, as are deemed necessary or desirable by Buyer when presented by Buyer for execution by Seller, without charge. Seller expressly agrees and hereby does, grant to Buyer and its subsidiaries and affiliates, a nonexclusive, royalty-free, irrevocable worldwide license (a) under each and every copyright of Seller in any work authored prior to Buyer's purchase order that is in any manner applicable to any work produced in response to Buyer's purchase order and to any later modification thereof, and (b) to use and sell goods purchased hereunder anywhere in the world under each and every patent of Seller.

9. Buyer's Property. Any raw material furnished by Buyer in connection with Buyer's purchase order shall be deemed to be held by Seller upon consignment, and Seller agrees to pay for all such material spoiled or not otherwise satisfactorily accounted for. Buyer will specify acceptable scrap allowance, if any, and any amount in excess of this will be paid for by Seller at Buyer's cost. All tools, gauges, patterns, dies, and other material and equipment furnished to Seller by Buyer shall remain the property of Buyer. It shall be plainly identified by Seller as the property of Buyer and shall be safely stored and not used except in filling Buyer's orders. The property, while in Seller's custody, shall be maintained in good condition at Seller's expense and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost, with loss payable to Buyer. Seller shall furnish to Buyer a certificate of insurance evidencing Seller's compliance with the provisions of this Section. Seller's property shall be removed by Buyer at any time. Notwithstanding anything to the contrary in Buyer's purchase order, Seller shall not use any trademark, trade name or trade dress right of Buyer in any manner other than for the benefit of Buyer and only upon Buyer's prior written request and in strict accordance with Buyer's written instructions.

10. Patent Guarantee. Seller warrants that the sale or use of the goods or materials covered by Buyer's purchase order shall not infringe or contribute to the infringement of any patents, utility model registrations, design registrations, trademarks, or copyrights, or embody an unauthorized use of trade secrets, either in the U.S.A. or any patent territory or country. Seller agrees to indemnify and hold Buyer harmless from and against all claims, liabilities, costs, damages, or expenses (including attorneys' fees) of any kind, involving any such actual or alleged infringement or unauthorized use, excluding, however, any infringement or use solely relating to concepts, designs, or ideas furnished in writing by Buyer and which, as between Buyer and Seller, originated with Buyer. Seller agrees that it will, upon reasonable notice and request from Buyer, assume the defense of the Buyer, its successors, assigns, and customers of its goods, against any such aforementioned suit, claim or demand. In addition, if the sale or use of the goods or materials purchased is enjoined, Seller at its own expense and at Buyer's option shall (a) procure for the Buyer and its customers the right to continue using and selling the goods or materials, (b) modify the goods or materials so as to be non-infringing, (c) replace the goods or materials with non-infringing goods or materials, or (d) refund the purchase price to Buyer.

11. Cancellation Provisions. Either party shall have the right to cancel Buyer's purchase order in the event that the other party files or has filed against it any petition under the bankruptcy laws (if not vacated within 60 days of filing), the other party becomes insolvent or makes an assignment or arrangement for the benefit of creditors. In addition to all of the other rights which Buyer may have to cancel Buyer's purchase order, Buyer shall have the further right, without assigning any reason therefor, to terminate any work hereunder, in whole or in part, at any time. Upon receipt of a notice of termination, Seller shall, unless the notice otherwise directs, immediately discontinue all work on the order. Buyer will not be liable to Seller for any costs for completed articles, articles in process, or materials acquired or contracted for, if the costs were incurred more than ten (10) days prior to the delivery date stated on the face of the order. If Buyer cancels prior to the delivery date stated

on the face of Buyer's purchase order and if the parties cannot agree within a reasonable time upon the amount of fair compensation to the Seller for the termination, Buyer shall pay (a) the contract price for all articles completed in accordance with Buyer's purchase order and not previously paid for, (b) a fair and proper portion of the contract price for articles in process, and (c) Seller's costs for all materials acquired or contracted for by Seller for the purpose of fulfilling Buyer's purchase order that Seller is unable to cancel or return. If Buyer so desires, cancellation charges shall be subject to Buyer's audit. With Buyer's prior consent, Seller may sell or retain at an agreed price any completed articles, materials, work in process, or other things, payments for which, in whole or in part, by Buyer is provided for above, and Seller shall credit or pay Buyer the amounts so agreed or received. Any goods, materials, work in process, or other things not so retained or sold shall be transferred and delivered by Seller in accordance with Buyer's directions. Appropriate adjustment shall be made for delivery costs or cost savings. The provisions of this paragraph shall not limit or affect the right of Buyer to terminate Buyer's purchase order upon default of Seller. In no event shall Buyer be liable for any incidental or consequential damages, including without limitation, loss of profits or business, or damages arising out of Buyer's cancellation of orders or the termination of business relations with Buyer, even if Buyer has been advised by Seller of the possibility of such damages.

12. Non-Exclusivity; Waiver and Assignment. Each of the remedies reserved to Buyer herein shall be cumulative and in addition to all other or further remedies provided herein or by law. Any waiver of strict compliance with the terms of Buyer's purchase order shall not be a waiver of Buyer's right to insist upon strict compliance with the terms of Buyer's purchase order thereafter. Seller may not assign any of its rights or delegate any of its duties hereunder without Buyer's prior written consent.

13. Insurance. Seller shall procure and maintain comprehensive commercial general liability insurance (including without limitation coverage for products liability, advertising liability and the contractual assumption of liability under this agreement) consistent with the specific requirements set forth at <https://gsp.sbdinc.com/documents/ScheduleA.html>. Each policy required by this paragraph shall name Buyer as an Additional Insured for all such coverages, shall require the insurer to provide notice in writing to Buyer at least 30 days prior to any cancellation or non-renewal, and shall provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried or maintained by Buyer. The above referenced insurance shall be purchased from Insurance carriers with an A.M. Best rating or local equivalent of at least "A". Seller shall annually, and more frequently upon request of Buyer, furnish to Buyer certificates of insurance evidencing Seller's compliance with the provisions of this Section 13. The obligations of Seller under this Section 13 are independent and do not in any way limit or satisfy the obligations of Seller to Buyer under any other provision of this agreement.

14. Compliance with Law. (a) Seller shall comply with all applicable laws, rules, and regulations of the country of performance, shipment and destination. Seller represents and warrants that (i) the operation of the production facilities and the other business and labor practices of Seller and all suppliers, subcontractors and agents involved in the production or delivery of goods and services purchased pursuant to Buyer's purchase order strictly adhere to all applicable federal, state and local laws, regulations and prohibitions of the countries in which the goods and services are produced or delivered, including laws, regulations and prohibitions governing the working conditions, wages, hours and minimum age of the workforce, (ii) the goods and services have not been and shall not be produced or manufactured, in whole or in part, by child labor or by convict or forced labor, (iii) the goods and services shall not have been transhipped for purposes of avoiding compliance with labor laws, and (iv) all workers involved in the operations described in clause (i) have not been and will not be subject to corporal, mental or physical coercion, including verbal abuse, and shall have the right to free association and collective bargaining. Seller further agrees to furnish such documentation as may be required by Buyer to evidence compliance with the foregoing. Buyer or a third party designated by Buyer shall have the right, at any time while Seller is supplying goods or services to Buyer, upon reasonable notice, to inspect Seller's and its suppliers', subcontractors' and agents' production facilities to verify the representations and warranties in this paragraph. Seller represents and warrants that it is in compliance with the Customs-Trade Partnership Against Terrorism program initiated by the United States Bureau of Customs and Border Protection. (b) Seller acknowledges that Buyer may serve from time to time as contractor for the United States Government. Accordingly, the following FAR provisions are incorporated into this agreement by reference when applicable: 52.203-13, Contractor Code of Business Ethics and Conduct; 52.219-8, Utilization of Small Business Concerns; 52.222-31, Prohibition of Segregated Facilities; 52.222-26, Equal Opportunity; 52.222-35, Equal Opportunity for Veterans; 52.222-36, Equal Opportunity for Workers with Disabilities; 52.222-37, Employment Reports on Veterans; 52.222-40, Notification of Employee Rights Under the National Labor Relations Act; 52.222-41, Service Contract Labor Standards; 52.222-50, Combating Trafficking in Persons; 52.222-54, Employment Eligibility Verification; 52.222-55, Minimum Wages Under Executive Order 13658; 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels. Additional FAR provisions may be negotiated on an order-by-order basis.

(c) As part of Buyer's compliance with federal Equal Employment Opportunity and Affirmative Action regulations, we hereby notify Seller that Buyer is an equal opportunity employer that makes employment decisions without regard to race, religion, color, national origin, citizenship, sex, gender identity, sexual orientation, veteran's status, age or disability status and that Buyer takes affirmative steps to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Buyer further notifies Seller that, as an entity supplying goods and/or services to Buyer your organization may be subject to, and required to take action pursuant to, the following laws and accompanying regulations: (i) Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); (iii) Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741); and (iv) Executive Order 13498 (and its implementing regulations at 29 C.F.R. part 471; Appendix A to Subpart A). The equal employment opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between Buyer and Seller.

15. Security Safeguards. Seller agrees to implement and maintain appropriate physical, technical and administrative security measures to protect and secure its networks and systems used to fulfill Seller's obligations under this Agreement. At all times, Seller will remain strictly liable for the security of its networks and systems, and for any damages, costs and/or losses (collectively, "Losses") resulting from Seller's failure to implement such security measures, including any and all Losses related to security incidents, cyberattacks, wire fraud schemes/phishing attacks, and/or breaches of such systems and/or networks (collectively "Incident"). In no event will Buyer be liable for Losses of any kind, under any legal theory, arising out of or in connection with an Incident caused by Seller's violation of this section of the Agreement.

Export/Import. For each international shipment, Seller shall include a priced invoice with the master packing slip and upon request shall furnish all other required documents. The invoice shall include (i) the Seller's name, contact person, address, telephone, and facsimile number, (ii) the "sold to" address or billing address, (iii) the "ship to" address or destination address, including a contact person at the receiving location, (iv) the number of cartons and total number of pieces for each item, (v) the total net weight for each part number, (vi) the Buyer's part number, (vii) the specific description for the part in English (if multi-tool kits are being shipped, an attached breakdown with cost must be included. Value of consigned inventory must also be included on the invoice or in an attachment), (viii) the HTS Code, (ix) the country of manufacture/origin (country of origin is not determined by country of export, but by the country of manufacture), (x) the unit price for each component, (xi) the extended total (unit price multiplied by number of units/pieces), (xii) any freight or insurance incurred that is not included in the unit price, (xiii) the total value of the invoice, identifying the type of currency, (xiv) the total weight, including the weight of the outer packaging, and (xv) the terms of sale. Export credits shall belong to Buyer. Seller, upon request, shall furnish all documents required to obtain export credits and customs drawbacks and shall identify the country of origin of the materials used in the goods and the value added thereto in each country. Seller shall ensure that the proper country of origin is marked on the goods and/or their container as required by U.S. Customs regulations.

16. Environmental. Seller warrants compliance with all environmental laws and regulations of the country of origin and destination for each material constituting or contained in goods sold or otherwise transferred to the Buyer under Buyer's purchase order.

17. Applicable Law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not govern this Agreement. Except where the Buyer is located within the People's Republic of China ("PRC"), this Agreement shall be governed by the laws of the State of Connecticut, without regard to its conflicts of law principles. If the Buyer is located within the PRC, this Agreement shall be governed by the laws of the PRC.

18. Arbitration. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement ("Dispute"), and without prejudice to the parties' rights to seek provisional measures from any court of competent jurisdiction, the parties will attempt to settle the Dispute amicably. If no amicable settlement is reached within 30 days, the Dispute shall be resolved via binding arbitration as follows: (i) where the Buyer is located anywhere in the world, except Asia or Europe, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect and the legal place shall be Hartford, Connecticut; (ii) where the Buyer is located within Asia, the arbitration shall be administered by the Hong Kong International Arbitration Centre ("HKIAC") pursuant to the UNCITRAL Arbitration Rules then in effect and the legal place shall be Hong Kong; and (iii) where the Buyer is located within Europe, the arbitration shall be in accordance with the UNCITRAL Arbitration Rules then in effect and the legal place shall be London, England. All arbitrations shall be held, and the awards shall be rendered, in the English language. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof.

19. Force Majeure. The obligations of the parties hereto, except the obligation to pay monies when due hereunder, shall be subject to all acts of God; riots and insurrections; interference by civil, military or naval authorities; governmental actions; accidents; storms, fire or other casualty; shortages and inability to obtain energy; and other similar events of force majeure which are beyond the reasonable control of the party obligated to perform hereunder (provided that such affected party gives good faith and diligent effort to perform its obligations despite the occurrence of such event), and such performance obligation shall be suspended during the period of such force majeure; provided that if any party intends to rely on an event of force majeure to suspend its obligation to perform hereunder, such party shall provide written notice to the other party of its intent to rely on such a force majeure event and identify specifically such event.

20. Set-Off Credits. Buyer may set off against amounts payable under Buyer's purchase order all present and future indebtedness of the Seller to Buyer arising from this or any other transaction whether or not related thereto. Seller agrees that any credit balance will be paid in cash to Buyer upon written request. If Buyer terminates its relationship with Seller, all balances due to Buyer shall be paid in cash to Buyer within 10 days of notification to Seller of such termination.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters set forth therein and herein, and all prior negotiations, writings and understandings relating to the subject matter of the Agreement are hereby superseded. Other than as set forth in the Agreement, no representations, warranties, covenants, agreements or conditions, express or implied, whether by statute or otherwise, have been made by Buyer. No finding that a part of this Agreement is invalid or unenforceable shall affect the validity of any other part hereof.

22. Amendment, Waiver and Non-Exclusivity. This Agreement may be amended, modified, supplemented, or changed, in whole or in part, only by an agreement in writing executed by both parties. No waiver of any of the terms and conditions of this Agreement will be valid unless it is in writing and signed by the party granting the waiver. Each of the remedies reserved to Buyer shall be cumulative and in addition to all other or further remedies provided herein or by law.

23. Binding Agreement and Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that the Supplier shall not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Buyer. Nothing in this Agreement is intended to confer upon any person other than the parties any rights or remedies.