



Briggs & Stratton, LLC STANDARD CONDITIONS OF SALE

Page 1 of 4

Entire Agreement: These terms and conditions apply to any products, materials, parts, or components ("Products") sold by Briggs & Stratton, LLC or its Affiliates ("Seller") to Buyer. For the purposes of these Standard Conditions of Sale (the "Agreement"), "Affiliates" are those entities controlled by or under common control with Briggs & Stratton, LLC. These are the complete and exclusive terms between Seller and Buyer and replace any prior proposals, agreements, negotiations, whether written or oral, and may only be modified in writing signed by authorized representatives of both parties. If any provision of this Agreement is deemed void, the remaining parts of this Agreement will remain in full force and effect. Seller may update these standard conditions of sale on an annual basis upon reasonable notice to Buyer.

Waiver: No waiver of any term of this Agreement shall be valid unless in writing signed by the waiving party. Neither the waiver of a breach nor the delay or failure to enforce any provisions or rights of this Agreement shall constitute a waiver of any future breaches of a similar nature, or limit the rights of the waiving party.

Governing Law: This Agreement shall be governed by the laws of the State of Wisconsin. If any provision of this Agreement conflicts with the U.N. Convention on the International Sale of Products or the 1968 Vienna Convention on the Sale of Products, this Agreement shall govern regarding that provision.

Delivery: Unless otherwise stated on the invoice, all Products will be shipped FCA – Seller's dock, or for vessel transported Products FOB – Port of Origin (Incoterms® 2020). In the event that Buyer fails to timely pick up Products, the Seller reserves the right at its sole discretion to either (1) invoice Buyer at any time thereafter and to place such products in storage with all risk of loss or damage borne by Buyer and with all expenses and costs attributable thereto for the account of Buyer, which shall be payable by Buyer upon submission of Seller's invoices to Buyer or (2) resell the Products and charge the Buyer for all associated expenses and costs, including, but not limited to the any rework costs, and the restocking fee. Loss or damage claims during transit must be filed with the transportation company. All delivery dates are estimates. Delivery of overruns or under-runs less than 10% of the quantity ordered shall constitute delivery in full, provided that Seller shall invoice Buyer for the amount of Product actually delivered. Buyer must pay for any requested special shipping containers or pallets. Shipping containers and pallets provided by Seller at no charge are non-returnable.

Payment Terms: Unless otherwise stated on the invoice, accounts are payable in US dollars, free of exchange, collection, or any other charges. Prices do not include transportation charges, or sales, use, occupancy, or excise taxes, which shall be added to the invoice and paid by Buyer. Any federal, state, or local taxes imposed on the product sales shall be paid by Buyer. Unless otherwise stated on the applicable invoice, payment terms are net 30 days. Seller may charge Buyer the maximum allowable interest on any past due invoices plus reasonable attorney's fees and collection costs.

No Withholding of Payment: Buyer shall have no right to withhold, offset against or suspend any payment due Seller.

Title and Risk of Loss: Title and risk of loss pass to Buyer at the time and place Products are delivered to the first carrier for shipment, except that Seller shall retain a security interest in the Products until they are paid for. Buyer grants Seller a lien and purchase money security interest in the products purchased until the purchase price is fully paid. Seller may file financing statements to record its interest. Buyer represents that it is solvent and will pay for products delivered to Buyer or its affiliates in accordance with these terms. However, Seller may require full payment in advance if, in Seller's sole judgment, the Buyer is in an unsound financial condition. Seller shall not be liable for delays, defaults, or damages caused beyond Seller's control.

Quality Warranty: Seller warrants the Products are free from defects in workmanship and materials for one year from the delivery date, unless otherwise stated in the Seller's relevant warranty documentation or part/accessory packaging. This warranty is in lieu of all other warranties, including any implied warranties of merchantability or fitness for a particular purpose. Seller, at its sole option, will determine whether to repair or replace defective Products. Such repair or replacement is the sole and exclusive remedy against Seller. No chargeback or material or labor charges will be paid without Seller's prior written consent. Seller's maximum liability, and Buyer's exclusive remedy, for any claims due to product failure shall be limited to repair or replacement of non-conforming Products or payment not to exceed the purchase price therefore, at Seller's option. Buyer may notify Seller of defects by



Briggs & Stratton, LLC STANDARD CONDITIONS OF SALE

Page 2 of 4

delivering a Return Material Authorization (RMA) on Seller's form under Seller's policies and procedures. For warranty service, Buyer may contact Buyer's sales representative or the Briggs & Stratton Warranty Department. Although Seller attempts to comply with the various country, state, and local laws, codes, and regulations governing the sales, construction, installation, and use of Products for certain purposes, Seller cannot guarantee compliance with them all. Seller is not responsible for product installation.

Limitation of Liability: Seller shall not be liable, whether based in contract, warranty, indemnity, tort (including negligence), strict liability, or alternative tort remedies, or any other theory of law or equity, for any indirect, special, incidental, punitive, exemplary, or consequential damages, including damage to associated equipment, loss of profits or revenue, loss of Buyer's property, plant, or equipment or downtime costs or claims by Buyer's customers.

Order Modifications and Cancellations; Notice Cut-Off Dates:

Buyer may modify or cancel an order or shipping date without charge, so long as the modification or cancellation request is in writing and received by Seller on or before the applicable Notice Cut-Off Date identified for the Products below, except that Buyer must pay the total cost for any Products or components that Seller procures or manufactures for the purchase order and cannot reuse.

Product:

Notice Cut-Off Date:

Mass Retail and Dealer End Products: (15) calendar days prior to the mfr. date for the order

Engines, Batteries and Service Parts: (45) calendar days prior to the mfr. date for the order

After the Notice Cut-Off Date, orders or shipping dates may not be modified or cancelled by Buyer except upon such terms as are acceptable to Seller in its discretion in writing. As a condition to accepting an order modification or cancellation request, Seller in its discretion may impose a 10% restocking fee, and Buyer shall pay any such fee upon demand.

Seller may cancel any order for Products that Seller no longer sells, without liability or charge.

Confidential Information: In addition to any other confidentiality agreement that may exist between Buyer and Seller, the parties agree to keep all information exchanged confidential and will not disclose or use it for any purpose other than the sale of the Products. This excludes information: (i) publicly available, (ii) already in a party's possession, (iii) received from a party with no confidentiality obligation, or (iv) independently developed by the receiving party. Nothing shall prohibit either party from disclosing confidential information that is subject to protection under any foreign, federal, state, or local whistleblower law. Seller shall treat financial information supplied by Buyer as confidential, but may provide such information to Seller's affiliated companies.

Seller's IP Indemnification: Seller will indemnify, defend, and hold harmless Buyer against any third party claim, suit, or proceeding alleging direct infringement of any valid US patent by any Products, provided Buyer (i) gives Seller prompt notice in writing of such allegation, threat, claim, or proceeding, and (ii) permits Seller to control the defense and cooperates with Seller in the defense and all related settlement negotiations, (iii) was operating the product for an approved use.

Buyer Remedies for Infringement: If Seller determines that using the product is, or is likely to be deemed, infringing, Seller may, at its option, (i) procure Buyer the right to continue using the infringing product, (ii) replace the infringing product with a functionally equivalent non-infringing product, (iii) modify the infringing product, or (iv) accept a return of the infringing product and refund the applicable portion of the purchase price. This provision contains Buyer's sole and exclusive remedy for patent infringement.

Buyer Indemnification: Buyer will indemnify, defend, and hold harmless Seller against any third party patent infringement claim if the Products are (i) modified by Buyer or its agents, (ii) modified to conform with Buyer's specifications, (iii) combined with other components that absent such combination there would be no infringement, or (iv) used despite Seller's offer to replace, modify, or return them. In addition, Buyer will indemnify, defend, and



Briggs & Stratton, LLC STANDARD CONDITIONS OF SALE

Page 3 of 4

hold harmless Seller against any third party claim, suit, or proceeding alleging the sale or use of the Products (i) are not legal in the local market, (ii) do not comply with local laws or ordinances, (iii) any liability for bodily injury, property damage, or product liability arising from any modifications to the Products by Buyer or incorporation of the Products into other products by Buyer, or (iv) any liability arising from Buyer failing to use, maintain, or install Products in accordance with Seller's requirements.

Recalls and Other Corrective Actions: If Seller determines it is necessary to recall or take corrective action regarding the Products because of safety, performance or other similar issues, Seller shall communicate such action to the public. Buyer shall cooperate with Seller in executing the recall or other corrective action, including maintaining a continuing list of all customers to which the Product was sold.

Intellectual Property: Seller's proprietary information, trade secrets, specifications, illustrations, drawings, data, and other information transmitted to Buyer are the property of Seller. Such information may be disclosed to Buyer's employees on a need-to-know basis and used only for the purpose it was provided. Buyer shall not use or disclose, or permit use or disclosure of, such information to third parties without Seller's prior written consent.

Buyer Insolvency: Seller may cancel any unfilled portion of an order without liability if a receiver or trustee for the benefit of creditors or a trustee in bankruptcy is appointed for Buyer, or if Buyer makes an assignment for the benefit of creditors.

Export Control: Buyer acknowledges that the Products, technical data and associated documentation may be subject to U.S., U.K., EU and other economic sanctions and export control laws ("International Laws") and agrees to comply with all applicable laws when selling, exporting or re-exporting any Products; this includes, but is not limited to shipping or selling Products to any persons, entities, or locations prohibited by International Laws. Buyer agrees that it will not export, directly or indirectly, any Products, data, or associated document acquired from Seller under this Agreement to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the formal consent to do so from the appropriate agency or other governmental entity in accordance with International Laws. Buyer shall maintain and provide copies of invoices, purchase orders, bills of lading, shipping documents, transaction records, and other information as Seller may, from time to time, reasonably request in order to demonstrate that Buyer is compliant. Buyer will provide certifications as reasonably requested in order to demonstrate that Buyer is carrying out its duties and obligations hereunder. If Buyer violates this section, any and all warranties provided by Seller for the Products involved in such violation shall immediately become null and void and Buyer shall indemnify and hold Seller harmless from any liability arising out of such prohibited export or sale.

Assignment: Buyer may not assign this Agreement or a right to payment without Seller's written consent. Seller may assign its rights and obligations under this Agreement in connection with a sale of all or a substantial part of its business to which such rights and obligations pertain.

Scope of Agreement and Parties: The parties agree that this Agreement shall apply to all Products sold by Seller or any of its Affiliates to Buyer. In the event purchases of any product are made from a Seller Affiliate rather than from Seller, such Affiliate shall be deemed to be a party hereto and shall have all of the rights and obligations of Seller hereunder in relation to such Affiliate's commercial relationship with Buyer. Neither Seller nor any of its Affiliates shall be jointly and severally liable for any of the others' separate transactions.

Product Samples: Buyer will return any Product samples provided by Seller, or provide Seller a certification of destruction, within 60 days of request by Seller.

Data Privacy: Each of the parties hereto acknowledges that business contact information of its employees that is shared by such party (the "provider") with the other party (the "recipient") may constitute protected personal data pursuant to applicable laws (collectively, "Privacy Laws"). The provider represents and warrants to the recipient that it has taken all actions necessary to permit the sharing thereof in accordance with applicable Privacy Laws and that use by the recipient of such information is necessary to serve the provider's legitimate interests, in furtherance of the parties' commercial relationship as described herein. The recipient of such information agrees that it will use such information solely in connection with legitimate interests of that relationship.



Briggs & Stratton, LLC
STANDARD CONDITIONS OF SALE

Page 4 of 4

Notices: Any notice to Seller relating to a Product or these Standard Conditions of Sale must be in writing and sent by registered or certified mail (postage prepaid first-class mail and return receipt requested) by overnight delivery service or by electronic mail to the address below, and will be effective upon receipt.

If by registered or certified mail:

Briggs & Stratton, LLC
Attn: Legal Department
12301 W Wirth St.
Wauwatosa, Wisconsin 53222

If by email: contracts@basco.com