



755 Tri-State Parkway, Gurnee, Illinois, 60031, USA  
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Website: [www.purposebuiltbrands.com](http://www.purposebuiltbrands.com)

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**TERMS OF SALE DATED JANUARY 1, 2026**

1. **Definitions.** The capitalized terms and phrases below will have the following meanings:

a. An “**Agreement**” means an Order delivered by a Buyer to a Seller, and accepted by the Seller, for the purchase and sale of one or more Products of the Seller. A Seller will only be obligated to sell, and a Buyer will only be obligated to purchase, the types and quantities of Products of the Seller identified by the Buyer in an accepted Order. The terms and conditions of an Agreement between a Buyer and a Seller (each a “**Party**” and collectively the “**Parties**”) will consist *solely* of: (1) these Terms of Sale; and (2) the transaction information identified by Buyer in the delivered Order which is required under Section 2. The terms and conditions of an Agreement *exclude*, and the Parties to the Agreement *reject*, all additional and conflicting terms and conditions included in a delivered Order and any other prior and contemporaneous communications and documentation exchanged by the Parties and their representatives on the same subject matter as the Agreement.

b. A “**Buyer**” means the person identified in an Order who offers to purchase one or more Products from a Seller.

c. An “**Order**” means an electronic or written purchase order or other document delivered by Buyer to a Seller which communicates the Buyer’s offer to purchase one or more Products from the Seller.

d. A “**Product**” means the cleaning supplies and other products of a Seller identified on its company website. The company websites and customer service email addresses of each Seller are identified on Schedule 1 of these Terms of Sale. A Seller may add, remove or modify any of its Products in its sole and absolute discretion at any time, for any reason and without any advance notice or liability.

e. A “**Price**” means the amount charged by a Seller for the sale of a Product. A Seller may communicate the Prices of its Products to prospective Buyers, but such a communication will not be considered an offer by Seller to sell any type or quantity of its Products to the prospective Buyers at the listed Prices. Unless expressly noted by a Seller in a communication to a Buyer regarding the current Price of a Product, the Price of a Product excludes freight, taxes and other charges. A Seller may increase or decrease the Price of any of its Product in its sole and absolute discretion at any time, for any reason and without any advance notice or liability.

f. A “**Seller**” means the subsidiary of PurposeBuilt Brands, Inc. identified by a Buyer in an Order who is being invited to sell one or more of its Products to the Buyer. Schedule 1 of these Terms of Sale identifies the subsidiaries who sell Products.

g. The “**Terms of Sale**” mean the terms and conditions of PurposeBuilt Brands, Inc. and its subsidiaries contained in this document. The then current versions of the Authorized Distributor Policy, the Authorized Retailer Policy, the Authorized Reseller Policy and the Authorized Deductions Policy of PurposeBuilt Brands, Inc. published on [purposebuiltbrands.com/policies](http://purposebuiltbrands.com/policies) are incorporated into these Terms of Sale by this reference. These Terms of Sale will apply to any Orders of a Buyer delivered to, and accepted by, a Seller from and after January 1, 2026. In delivering an Order to a Seller, a Buyer irrevocably and unconditionally accepts these Terms of Sale. PurposeBuilt Brands, Inc. may amend these Terms of Sale, and the policies incorporated by reference in them, in its sole and absolute discretion at any time, for any reason and without any advance notice or liability.

2. **Placing Orders.** To place an Order for one or more Products, a Buyer must deliver the Order to a Seller: (a) by e-mail at its customer service email address identified on Schedule 1; or (b) through an electronic ordering system offered by the Seller on its company website or otherwise approved in writing by the Seller. An Order must contain the following transaction information:

1) Name, street address, telephone number, email and other contact information of the Seller;

2) Name, street address, telephone number, email and other contact information of the Buyer;

3) Name, street address, telephone number, email and other contact information of the Buyer’s carrier if the ordered Products will be delivered at the Seller’s facility. If a Buyer wants a Seller to schedule delivery with the carrier on behalf of the Buyer, the Buyer must deliver its account number and prepaid shipping label with the carrier to the Seller with the Order;

4) Date of issuance, number or other form of internal identification of the Buyer for its Order;

5) Number or other form of internal identification of the Seller for each type of Product included in the Order;

6) Price per case or other ordering unit of the Seller for each type of Product included in the Order;

7) Quantity of each type of Product included in the Order by number of cases or other ordering units;

8) Total Price for all Products included in the Order;

9) Requested delivery date of the ordered Products. If a requested delivery date is not identified in the Order, the Seller may deliver the ordered Products any time after receiving the



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Order. A delivery date may be extended for Force Majeure as provided in Section 14; and

**10)** Street address, telephone number, email and other contact information of a single facility of the Buyer, or of the Seller, located in the continental United States of America where the Seller will deliver the ordered Products to the Buyer or its carrier.

A Buyer must deliver its Order to a Seller at least ten (10) days in advance of the requested delivery date in the Order. A Buyer must order a Product in its full-case, or other ordering unit, quantity and in compliance with any other then current ordering policies of Seller published on its company website. If a Seller in its sole and absolute discretion accepts an Order which deviates from its then current ordering policies or which requires special handling, labeling, packaging, storing or transportation requested by a Buyer (e.g., expedited delivery or special labeling or packaging), the Seller may charge the Buyer for all additional costs incurred by the Seller in completing the Order in the time and manner requested.

**3. Processing Orders.** A Seller will endeavor to inform a Buyer whether the Seller accepts or declines a delivered Order within one (1) business day of receiving the Order. A Seller may accept or decline an Order in its sole and absolute discretion. A Seller will not be considered to have accepted an Order unless the Seller notifies the Buyer of the Seller's acceptance, or the Seller ships the ordered Products to the Buyer's facility if the Order requires delivery at the Buyer's facility, or the Seller tenders delivery of the ordered Products to the Buyer or its carrier at the Seller's facility if the Order requires delivery at the Seller's facility (i.e., silence or inaction by a Seller will not be deemed acceptance of an Order).

**4. Delivery at a Buyer's Facility.** If a Buyer requires a Seller to deliver ordered Products to the Buyer's facility, a Seller will deliver the ordered Products to the Buyer on a "*Delivery at Place*" ("**DAP**") basis per INCOTERMS 2024 at the loading dock or storage yard of the Buyer's facility identified in the accepted Order. A Seller will select the carrier, method and route for delivering ordered Products to a Buyer's facility. If a Seller has included the cost of delivering ordered Products to the Buyer's facility in the Prices of the ordered Products, the Seller will bear the cost of delivery. If a Seller has not included the cost of delivering the ordered Products to the Buyer's facility in the Prices of the ordered Products, the Seller will charge the Buyer for the cost of delivery. A Seller will be responsible for loading the ordered Products at its expense at the point of shipment, and a Buyer will be responsible for unloading the ordered Products at its expense at the loading dock or storage yard of the Buyer's facility. Title to and risk of loss on the ordered Products will transfer to the Buyer after the Seller's carrier tenders delivery of the ordered Products for unloading at the loading dock or storage yard of the Buyer's facility. A Seller will require its carrier to arrive at a Buyer's facility during its regular hours of operation and to promptly inform and tender delivery of the Products to the

Buyer. If a Buyer fails to accept delivery of the Products from a Seller's carrier within two (2) hours of being informed of the carrier's arrival at the Buyer's facility, the Buyer will reimburse a Seller for the actual, reasonable and substantiated demurrage charges incurred by the Seller as a result of the Buyer's delay in accepting delivery. A Seller will only deliver ordered Products to a Buyer's facility if the total Price of all Products included in the Order equals or exceeds \$1,500 USD.

**5. Delivery at a Seller's Facility (i.e., Pick-Up Orders and Collect Shipments).** If a Buyer requires a Seller to deliver ordered Products to the Buyer or its carrier at the Seller's facility, the Seller will deliver the ordered Products to the Buyer on a "*Free Carrier*" ("**FCA**") basis per INCOTERMS 2024 at the loading dock or storage yard of the Seller's facility identified in the accepted Order. A Buyer will select the carrier, method and route for picking-up the ordered Products from the Seller's facility and delivering them to their next destination. If a Seller has included the cost of delivering ordered Products to a Buyer's facility in the Prices of the ordered Products, the Seller will credit the Buyer for the amount of the Seller's "pick-up" allowance for the Product if one is in effect and being offered by the Seller on the delivery date. A Seller will be responsible for loading the ordered Products at its expense at the loading dock or storage yard at the Seller's facility, and the Buyer will be responsible for unloading the delivered Products at its expense at their next destination. Title to and risk of loss on delivered Products will transfer to a Buyer after the delivered Products have been loaded in the trailer or other container of the Buyer or its carrier at the Seller's facility. A Buyer or its carrier will be required to arrive and accept delivery of ordered Products at a Seller's facility during its regular hours of operation. A Buyer or its carrier will promptly inform the Seller after arriving at the Seller's facility and will promptly accept the ordered Products after the Seller tender delivery of them. If a Seller fails to tender delivery of the Products to a Buyer or its carrier within two (2) hours of being informed of their arrival at the Seller's facility during its regular business hours, the Seller will reimburse the Buyer for the actual, reasonable and substantiated demurrage charges incurred by the Buyer as a result of the Seller's delay in tendering delivery. If a Seller is ready, willing and able to deliver ordered Products to a Buyer or its carrier at the Seller's facility on the delivery date and the Buyer or its carrier fails to accept delivery on such date, the Buyer will owe the Seller a storage charge of \$100 for each day that the Buyer or its carrier is delinquent in completing delivery. In delivering an Order to a Seller, a Buyer agrees that a storage charge of \$100 per day represents reasonable liquidated damages of the Seller, and is not an unlawful penalty, for an unexcused delay in accepting delivery of ordered Products.

**6. Inspection, Acceptance or Rejection of Products.**

a. If a Buyer requires a Seller to deliver ordered Products to the Buyer at its facility, the Buyer must inspect the tendered Products for damage, defects, overages, shortages, unordered



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items and any other breach of the Seller's warranties before the Buyer accepts custody of them and the Seller's carrier leaves the Buyer's facility. If the Buyer discovers a breach of any of the Seller's warranties in the tendered Products before the Buyer accepts custody of them, the Buyer must reject the nonconforming Products and record the type and quantity of the nonconforming Products, and the reasons for rejecting them, on the signed bill of lading and delivery receipt. The printed name and title, and a legible signature, of the Buyer's representative who completed the inspection must be on the billing of lading and delivery receipt. In addition, the Buyer must deliver written notice and all required information on the discovered breach in the time and manner specified in [Section 12](#).

**b.** If a Buyer requires a Seller to deliver ordered Products to the Buyer or its carrier at a Seller's facility (i.e., "pick-up" orders and "collect" shipments), the Buyer or its carrier must inspect the Products for damage, defects, overages, shortages, unordered items and any other breach of the Seller's warranties before accepting custody of them and leaving the Seller's facility. If the Buyer or its carrier discover a breach of any of the Seller's warranty in any Products before accepting custody of them, the Buyer or its carrier must inform the Seller and reject the nonconforming Products, and the Seller will endeavor to correct the reported breach before the Buyer or its carrier leave the Seller's facility. In addition, the Buyer must deliver written notice and all required information on the discovered breach in the time and manner specified in [Section 12](#).

**c.** A Seller will not have any liability to a Buyer for a breach of any of the Seller's warranties in a Product that the Buyer or its carrier: (1) could have, and should have, discovered, rejected and reported by exercising commercially reasonable and diligent efforts before accepting custody of the Product; (2) discovered at the time of delivery and nevertheless accepted custody of the Product; or (3) discovered after accepting custody of the Product but failed to notify the Seller in the time and manner specified in [Section 12](#).

**d.** A Buyer or its carrier may not reject delivery of all tendered Products because a portion of the tendered Products are in breach of any of the Seller's warranties. In such a circumstance, the Buyer or its carrier may only reject the nonconforming Products in breach of the Seller's warranties, and Buyer may deduct the amount invoiced, and paid or payable, for the nonconforming Products. In the case of an "overage" in the delivered quantity of an ordered Product, the Buyer's sole remedy will be to accept or reject the delivered but unordered quantity of the Product, and, if rejected, Buyer may deduct the amount invoiced, and paid or payable, for the unordered quantity of the Products. In the case of a "shortage" in the delivered quantity of an ordered Product, the Buyer's sole remedy will be to deduct the amount invoiced, and paid or payable, for the ordered but undelivered quantity of the Product. In the case of unordered items included with the delivered Products, the Buyer's sole remedy will be to accept or reject the

unordered items, and, if rejected, Buyer may deduct the amount invoiced, and paid or payable, for the unordered items included with the delivered Products. Any deduction under this Subsection is subject to, and conditioned on, the Buyer complying with the notice and other obligations in [Section 12](#).

## **7. [Invoicing and Payment.](#)**

**a.** A Seller will invoice a Buyer for the total Price of all delivered Products in effect on the delivery date along with any additional amounts that the Seller may charge the Buyer under these Terms of Sale and any additional amounts that the Seller is required to charge and collect from the Buyer under applicable law. A Buyer will be solely responsible for all sales, use, excise, environmental impact and other taxes, duties, fees, tariffs and other charges imposed by law on the purchase, sale, storage, transportation, use and disposition of a Product and its labels and packaging.

**b.** A Buyer must pay a Seller the invoiced amount for delivered Products by the due date identified on the Seller's invoice. If a due date is not identified on the Seller's invoice, the due date of the invoiced amount will be the day that is thirty (30) days after the date of the Seller's invoice. A Seller will date and deliver its invoice to a Buyer by email or an electronic billing system approved by the Seller on or about the date on which the Seller ships the ordered Products to the Buyer's facility if the Order requires the Products to be delivered at a Buyer's facility or the date on which the Seller tenders delivery of the ordered Products at a Seller's facility if the Order requires the Products to be delivered at a Seller's facility.

**c.** A Buyer must pay the invoiced amount by an electronic transfer of funds in U.S. dollars to the bank account of the Seller identified in its invoice or in a separate written agreement with, or in a separate written notice to, the Buyer signed by the Seller's Chief Executive Officer or Chief Financial Officer. A payment of an invoiced amount by electronic transfer of funds will not be considered made until a Seller's bank has received and credited the transferred funds to the Seller's bank account without restriction or reservation.

**d.** A Seller in its sole and absolute discretion may offer a "cash discount" to a Buyer to encourage the early payment of an invoiced amount for delivered Products. The cash discount will be a percentage of the "net" invoiced amount identified on the Seller's invoice or in a separate written agreement with, or in a separate written notice to, the Buyer signed by the Seller's Chief Executive Officer or Chief Financial Officer (i.e., the "gross" invoiced amount less any allowances, credits, freight, non-cash discounts, rebates, taxes and other benefits, charges, deductions and incentives identified by the Seller on its invoice or in the separate written agreement with, or separate written notice to, the Buyer). A cash discount will only be earned if the Seller's bank has received and credited the transferred funds to the Seller's bank account without restriction or reservation by



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the early payment deadline identified on the Seller's invoice. If the Buyer takes an unearned "cash discount", the Seller may invoice the Buyer for the additional delinquent amount owed along with any accrued interest and Collection Costs as provided in [Subsection 7\(g\)](#).

**e.** If the due date of an invoice, or the early payment deadline of a cash discount, falls on a Saturday, Sunday or U.S. federal bank holiday, the due date or early payment deadline will be extended to the next business day.

**f.** A Buyer may not deduct or offset any amount against, nor withhold payment of, an invoiced amount for delivered Products, in whole or in part, except as authorized in the then current version of the Authorized Deduction Policy of PurposeBuilt Brands, Inc. published on [purposebuiltbrands.com/policies](http://purposebuiltbrands.com/policies) or except as authorized by the Seller in its invoice or in a separate written agreement with, or in a separate written notice to, the Buyer signed by the Seller's Chief Executive Officer or Chief Financial Officer. If a Buyer believes that it is entitled to deduct or offset any amount against, or withhold payment of, an invoiced amount for any reason, in whole or in part, the Buyer must deliver a written notice and all required information to a Seller in the time and manner specified in [Section 12](#). If a Buyer fails to deliver written notice and all required documentation and information to a Seller in the time and manner specified in [Section 12](#), the Buyer will be irrevocably and unconditionally deemed to have admitted that the invoiced amount is correct, and due and payable on the due date, and to have waived and released all claims, counterclaims and defenses to paying the invoiced amount in full on the due date (other than for undiscovered, unknown and unreported "latent" (i.e., hidden) damage, defects or other nonconformance in breach of any of the Seller's warranties in [Section 11](#)).

**g.** If a Buyer fails to pay a Seller any amount owed for delivered Products by its due date, including any unauthorized deduction, offset or withholding of payment in violation of these Terms of Sale or of the then current version of the Authorized Deduction Policy of PurposeBuilt Brands, Inc. published on [purposebuiltbrands.com/policies](http://purposebuiltbrands.com/policies), the delinquent amount will bear interest until paid-in-full at an annual interest rate of eighteen percent (18%) or the maximum interest permitted under Illinois law, whichever is lower. The Buyer will also be obligated to pay a Seller on demand for collection agent fees and expenses, attorney and expert witness fees and expenses, court costs, and all other fees and expenses incurred by the Seller in attempting to collect the delinquent amount and accrued interest owed by the Buyer (collectively the "**Collection Costs**"), including, without limitation, Collection Costs incurred before, during, after, for, or as a result of, any legal action or judgment involving the Buyer for these purposes. A Seller may invoice a Buyer at any time for accrued interest and Collection Costs. If a Buyer fails to pay the amount of accrued interest and Collection Costs within ten (10) days of the date of a Seller's invoice, the unpaid amount of accrued interest and Collection

Costs will become part of the delinquent amount owed the Seller and will commence accruing interest.

**8. Buyer's Credit and Payment Terms.** A Seller reserves the right in its sole and absolute discretion to determine the credit limit and payment terms of a Buyer and to amend or revoke either of them at any time, for any reason and without advance notice or liability, including, without limitation, if the Seller determines that there has been an adverse change in the creditworthiness of the Buyer. In addition, a failure by a Buyer or any of its affiliates to pay any amount owed a Seller or any other subsidiary of PurposeBuilt Brands, Inc. for a delivered Product when due, including, without limitation, any unauthorized deduction, offset or withholding of payment in violation of these Terms of Sale or of the then current version of the Authorized Deduction Policy of PurposeBuilt Brands, Inc. published on [purposebuiltbrands.com/policies](http://purposebuiltbrands.com/policies), or any other act, omission or statement of a Buyer or its affiliates in breach of any Agreement or any other agreement with a Seller or any other subsidiary of PurposeBuilt Brands, Inc., will be immediate grounds for the Seller and the other subsidiaries of PurposeBuilt Brands, Inc. to immediately and without advance notice or liability: (a) decline to accept any Orders from the Buyer or any of its affiliates; (b) amend or revoke the credit limit and payment terms of the Buyer or any of its affiliates; (c) require the Buyer or any of its affiliates to provide payment in advance or other adequate assurances and security in a form acceptable to a Seller in its sole and absolute discretion before the Seller accepts an Order from the Buyer or its affiliate or delivers ordered Products to the Buyer or its affiliate under any Agreement; (d) terminate any Agreement or any other agreements with the Buyer or any of its affiliates; (e) repossess any unpaid for Products delivered under a terminated Agreement; (f) deduct and offset the delinquent amount and any accrued interest and Collection Costs, or suspend or terminate earning or paying, any allowance, credit, discount, rebate or other benefit or incentive payable to the Buyer or any of its affiliates; and (g) exercise all other rights and remedies available at law and in equity for the breach.

**9. Mutual Warranties.** Each Party to an Agreement warrants that: (a) the Party is duly organized, validly existing and in good standing under applicable law; (b) the Party is duly qualified to do business and is in good standing under applicable law in every jurisdiction in which such qualification is required for purpose of complying with and performing the obligations of the Party under the Agreement; (c) the Agreement constitutes the legal, valid and binding obligation of the Party and is enforceable against the Party in accordance with its terms; and (d) the Party is not insolvent and is paying all of its debts as and when they become due and payable (excluding claimed amounts being disputed by the Party in good faith and in compliance with applicable law). The warranties in this Section will survive the expiration or earlier termination of an Agreement.

**10. Buyer Warranties.** A Buyer who is a Party to an Agreement warrants to the Seller that: (a) the Buyer is purchasing the



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Products from the Seller either for use in the home, business or other operation of the Buyer or for resale to one or more third-parties for use in the home, business, or other operation of a third-party; (b) the Buyer is not prohibited from purchasing and using the Products under the laws of the United States of America, and the Buyer will not resell or otherwise transfer the Products to any third-parties who are prohibited from purchasing and using the Products under such laws; (c) the Buyer will not export the Products to another country except as authorized in a separate written agreement with, or in a separate written notice to, the Buyer signed by the Seller's Chief Executive Officer or Chief Financial Officer; (d) the Buyer will not permit any third-parties to export the Products to another country except as authorized in a separate written agreement with, or in a separate written notice to, the Buyer signed by the Seller's Chief Executive Officer or Chief Financial Officer; and (e) the Buyer will not, directly or indirectly, advertise, market, promote, sell or facilitate any transfer of the Products to third-parties through any electronic or online platform, service or system other than an electronic or online platform, service or system owned by the Buyer (e.g., the Buyer's company website).

**11. Seller Warranties.** A Seller warrants upon tender of delivery of Products to a Buyer or its carrier that:

**a. Order Warranty.** The Products conform to the types and quantities specified in the relevant Agreement. This warranty will expire within ten (10) days of the invoice date for a delivered Product *except for* any "latent" (i.e., hidden) nonconformance in the Product in breach of this warranty which Buyer or its carrier did not discover, and which Buyer or its carrier could not have discovered and reported with the exercise of commercially reasonable care and diligence, before accepting custody or within ten (10) days of the invoice date for a delivered Product.

**b. Quality Warranty.** The delivered Products are new, free of damage and comply in all material respects with the written specifications of the Seller published on its company website. This warranty will expire upon the Buyer or its carrier accepting custody of a Product *except for* any "latent" (i.e., hidden) damage, defects and other nonconformance in the Products in breach of this warranty which Buyer or its carrier did not discover, and which Buyer or its carrier could not have discovered and reported with the exercise of commercially reasonable care and diligence, before accepting custody of the Product. This warranty will expire as to any "latent" damage, defect or other nonconformance in a Product in breach of this warranty on *the earlier of*: (1) ten (10) days after the date on which the Buyer discovers, or with the exercise of commercially reasonable care and diligence should have discovered, the breach of this warranty; and (2) one hundred twenty (120) days after the date of the Seller's invoice for the Product for any other undiscovered, unknown and unreported "latent" damage, defects and other nonconformance in the Product in breach of this warranty.

**c. Non-Infringement and Title Warranty.** The Products do not infringe on any U.S. patent of any third-parties and the Seller has transferred good and marketable title to the Products to the Buyer free and clear of all claims, liens and encumbrances arising by, through and under the Seller. This warranty will expire upon the Buyer or its carrier accepting custody of delivered Product *except for* infringement and other claims, liens and encumbrances on or concerning the title of the Product in breach of this warranty which Buyer or its carrier did not discover, and which Buyer or its carrier could not have discovered and reported with the exercise of commercially reasonable care and diligence, before accepting custody of the Product. This warranty will expire as to any remaining infringement and other claims, liens and encumbrances on or concerning the title of the Product in breach of this warranty on *the earlier of*: (1) ten (10) days after the date on which the Buyer discovers, or with the exercise of commercially reasonable care and diligence should have discovered, the breach of this warranty; and (2) three hundred sixty-five (365) days after the date of the Seller's invoice for the Product for any other undiscovered, unknown and unreported infringement and other claims, liens and encumbrances on or concerning the title of the Product in breach of this warranty.

**12. Product Claims and Authorized Deductions.**

**a.** The sole remedies of a Buyer for a breach of a Seller's warranty will be for the Buyer to: (a) reject, or to revoke its acceptance of, the nonconforming Product in exchange for being allowed an authorized deduction from the amount invoiced, and paid or payable by, for the nonconforming Product; and (b) obtain indemnification for the claims and costs described in Section 13 of these Terms of Sale. A Buyer will be allowed an authorized deduction under this Section, and indemnification for the claims and costs described in Section 13, for a breach of a Seller's warranties *only if*:

**1)** The Buyer notifies the Seller by email at its customer service email on Schedule 1, along with a courtesy copy by email to [ar@purposebuiltbrands.com](mailto:ar@purposebuiltbrands.com), within ten (10) days of discovering the claimed breach of warranty. The email must describe in reasonable detail the nature of the claimed breach and append copies of the accepted Order, the Seller's invoice and the signed bill of lading and delivery receipt identifying the nonconforming Products. For a breach of warranty involving any visible damage or defect in a nonconforming Product, the email must also append copies of photographs or video clips displaying the visible damage or defect;

**2)** The Buyer delivers the emailed notice and substantiating documentation for the claimed breach of warranty to the Seller *before* the expiration of the relevant warranty period;

**3)** The Buyer provides the Seller with any other documentation, information and cooperation requested by the Seller in its sole but good faith discretion to aid in its investigation



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of, and response, to the claimed breach of warranty within ten (10) days of written request by the Seller;

**4)** The Seller approves the deduction for the Buyer's breach of warranty claim. The Seller may approve the deduction after the deduction has been taken by the Buyer. A Seller will act in good faith in deciding whether to approve or deny a Buyer's breach of warranty claim; *and*

**5)** The Buyer returns or disposes of the nonconforming Products in the time and manner instructed by the Seller and before such Products suffer any damage, injury or other loss. If the Buyer or its carrier rejects nonconforming Products at the time of delivery, the Seller will be responsible for returning or disposing of the nonconforming Products.

A Buyer may not reject a tendered Product for a breach of any of the Seller's warranties, and the Buyer will not be allowed an authorized deduction under this Section or indemnification for the claims and costs described in Section 13, for such a breach unless the Buyer does so in the time and manner specified in Section 6 and this Subsection. A Buyer may not revoke its acceptance of a delivered Product for a breach of any of the Seller's warranties, and the Buyer will not be allowed an authorized deduction under this Section or indemnification for the claims and costs described in Section 13, for such a breach that the Buyer or its carrier: (a) could have, and should have, discovered, rejected and reported by exercising commercially reasonable and diligent efforts before accepting custody of the nonconforming Product but failed to do so; (b) discovered at the time of delivery and nevertheless accepted custody of the nonconforming Product; or (c) discovered after accepting custody of the nonconforming Product but failed to notify the Seller in the time and manner specified in Section 6 and in this Subsection.

**b.** A Buyer will be allowed an authorized deduction against an invoiced amount of a Seller for any allowance, credit, rebate or other benefit or incentive earned and owed the Buyer under an Agreement or any separate written agreement with the Seller *only if* the Buyer delivers written notice and all required information to the Seller in the time and manner specified in the then current version of the Authorized Deduction Policy of PurposeBuilt Brands, Inc. published on [purposebuiltbrands.com/policies](http://purposebuiltbrands.com/policies).

**13. Product Recalls and Voluntary Withdrawals.** A Seller will determine its sole but good faith discretion whether its Product is subject to a product recall or voluntary withdrawal. If a Product purchased by a Buyer becomes subject to a product recall or voluntary withdrawal, the Buyer will promptly provide any cooperation requested in writing by the Seller in its sole but good faith discretion in: (a) identifying, segregating, recovering, returning and disposing of the subject Products in the custody or control of the Buyer and which have been sold or otherwise transferred by the Buyer; and (b) investigating defending,

settling and satisfying any third-party claims arising from, or related to, the product recall or voluntary withdrawal. In such a circumstance, a Seller will credit the Buyer's account with the Seller for any pre-approved, actual, reasonable and substantiated out-of-pocket expenses without mark-up incurred by the Buyer in providing the cooperation requested in writing by the Seller. A Buyer will only be allowed an authorized deduction for reimbursable expenses under this Section if the Buyer submits its claim for reimbursable expenses to the Seller in the time and manner specified in written notice from the Seller.

#### **14. Limitations of Liability.**

**a.** A Seller will not have any liability to a Buyer for a delay or inability to supply any Products under an Agreement caused by an event beyond the control of the Seller, including, without limitation, acts or omissions of the Buyer or its carrier, any governmental authority or any other third-parties; epidemics and pandemics; fire, natural disaster, weather or other insured, insurable or uninsurable risks; shortages in labor or materials; or strikes, slowdowns and other labor disputes (an event of "Force Majeure"). If a Seller's ability to supply a Product to a Buyer under an Agreement has been, or will be, adversely impacted by Force Majeure, the Seller may, by written notice and without liability to the Buyer: (1) cancel the Agreement with the Buyer for the Product, in whole or in part; or (2) extend the delivery date for the Product under the Agreement with the Buyer, in whole or in part, for a commercially reasonable period of time needed by the Seller to recover from the Force Majeure.

**b.** Except for the claims and cost described in Section 13, a Seller's liability to a Buyer for any claims, regardless of whether in contract, tort or otherwise, arising from, or related to, an Agreement between them, or an ordered or delivered Product, or any other acts, omissions or statements of, or attributable to, the Seller, will be limited to direct damages. Except for the claims and cost described in Section 13, the maximum liability of a Seller to a Buyer for direct damages for all claims, regardless of whether in contract, tort or otherwise, arising from, or related to, an ordered or delivered Product will not exceed, in the aggregate, the amount paid or payable by the Buyer to the Seller for the Product. Except for the claims and cost described in Section 13, a Seller will not have any liability to a Buyer for consequential, exemplary, incidental, punitive or other types of indirect damages on any claims, regardless of whether in contract, tort or otherwise, arising from, or related to, an Agreement or an ordered or delivered Product, or any other acts, omissions or statements of, or attributable to, the Seller, even if the Seller is aware of the prospect of causing indirect damages.

**c.** Except for the covenants, warranties and representations expressly contained within these Terms of Sale, a Seller disclaims, and a Buyer waives and releases a Seller from any claims, counterclaims and defenses of the Buyer against the Seller based on, any other covenants, representations and warranties, whether actual, alleged, express, implied, arising by



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Website: [www.purposebuiltbrands.com](http://www.purposebuiltbrands.com)

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operation of law or otherwise, including, without limitation, any implied warranties as to accuracy, completeness, fitness for a particular purpose, merchantability, non-infringement and title.

**d.** A Seller will not have any liability to a Buyer for, and a Buyer waives and releases a Seller from any claims, counterclaims and defenses against the Seller based on, any damage, injury or other loss caused or contributed, in whole or part, to: (1) a Product for any reason after the Seller tenders delivery of the Product to the Buyer or its carrier; (2) the Buyer, or any of its other property, from any abuse, accident, alteration, misrepresentation, misuse, negligence, willful misconduct or other acts, omissions or statements of the Buyer or any third-party involving a Product; or (3) the Buyer, any of its other property, from an event of Force Majeure.

**e.** No legal action may be brought by a Buyer against a Seller for any claim, regardless of whether in contract, tort or otherwise, arising from, or related to, an Agreement between them, or an ordered or delivered Product, or any other acts, omissions or statements of, or attributable to, the Seller, more than one (1) year after the act, omission or statement of the Seller giving rise to the claim. If the claim arises from, or relates to, a delivered Product, the deadline will be the date that is one (1) year after the date of the Seller's invoice for the Product.

**f.** Except as limited in these Terms of Sale, a Party may exercise any rights and remedies available at law and in equity for a breach of an Agreement by the other Party.

#### **15. Miscellaneous.**

**a.** An Agreement between a Buyer and a Seller for the purchase and sale of the types and quantities of Products identified in a submitted and accepted Order will represent the full and final agreement between the Parties concerning this subject matter and will supersede all prior and contemporaneous oral and written agreements, correspondence, drafts, proposals, quotations and other communications and documentations exchanged by the Parties and their representatives on the same subject matter and any implied terms and conditions that may arise from any course of dealing, industry custom or practice or other acts, omission and statements of the Parties and their representatives.

**b.** An Agreement will be binding on, and inure to the benefit of, only the identified Buyer and Seller who are Parties to the Agreement and their permitted assignees and successors-in-interest. A Seller who is a Party to an Agreement may assign and delegate any rights and obligations under the Agreement to a third-party but will remain liable to the Buyer notwithstanding any assignment or delegation. A Buyer who is a Party to an Agreement may not assign nor delegate any rights or obligations under an Agreement to a third-party without the prior written consent of the Seller and will remain liable to the Seller notwithstanding assignment or delegation. An unauthorized

assignment or delegation of any rights or obligations by the Buyer under an Agreement without the prior written consent of the Seller will be void and represent a material breach.

**c.** An Agreement may only be cancelled or changed by a written amendment signed and exchanged by authorized representatives of the Parties. Except as otherwise expressly provided in these Terms of Sale, a Party may not grant any consent required under an Agreement, and a Party may not release or waive any right or obligation arising under an Agreement, except in a written notice signed and delivered by the consenting or waiving Party to the other Party. Only the Chief Executive Officer or Chief Financial Officer of PurposeBuilt Brands, Inc. may approve and sign an amendment to these Terms of Sale, or grant any consent or waiver, on behalf of a Seller. The approval, grant or signature of an amendment, consent, release or waiver related to an Agreement may be acknowledged by a Party in counterparts and delivered by electronic signature application, e-mail, U.S. Mail and other legally permitted means.

**d.** The non-public terms of an Agreements and any other non-public communications, documents and information exchanged by its Parties concerning their Agreement or the Products will represent the confidential information of the Seller. A Buyer may use such confidential information only for the operation of its business. A Buyer may not disclose such confidential information to third-parties without the prior written consent of the Seller other than agents, employees and other representatives of the Buyer who need to know such confidential information for the operation its business and who are subject to the same duty of confidentiality to the Seller as the Buyer.

**e.** An Agreement will be governed solely by the laws of the State of Illinois regardless of any choice-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to an Agreement. Any legal action between the Parties to an Agreement, regardless of whether in contract, tort or otherwise, arising from, or related to, an Agreement or any Products will be resolved solely in a U.S. federal or Illinois state court of competent subject matter jurisdiction located in Lake County, Illinois and their higher courts of appeal. In such a legal action, each Party to an Agreement irrevocably and unconditionally: (a) submits to the exclusive personal jurisdiction and venue of these courts; (b) waives any objection to these courts based on venue or inconvenience; and (c) waives any right to a trial by jury. A Party to an Agreement may serve legal notice on the other Party by delivering the notice in writing to a place of business, or the notice address of a registered agent, of the other Party by personal service, public or private carrier or any other legally permitted means. If a court determines that any provision in an Agreement is unenforceable, the court will reform the Agreement by amending or excluding the unenforceable provision, and the Agreement will remain legally binding on and enforceable by the Parties in all other respects



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**Schedule 1**

Product Brand Name	Product Brand Seller	Seller Company Website	Seller Customer Service Email
<b>30 Seconds Cleaners</b>	Collier Manufacturing, LLC	<a href="https://30secondscleaners.com">https://30secondscleaners.com</a>	<a href="mailto:salesupport@purposebuiltbrands.com">salesupport@purposebuiltbrands.com</a>
<b>Biokleen</b>	Bi-O-Kleen Industries, Inc.	<a href="https://biokleenhome.com">https://biokleenhome.com</a>	<a href="mailto:salesupport@purposebuiltbrands.com">salesupport@purposebuiltbrands.com</a>
<b>Five Star Chemicals</b>	Five Star Chemicals & Supply, LLC	<a href="https://fivestarchemicals.com">https://fivestarchemicals.com</a>	<a href="mailto:support@fivestarchemicals.com">support@fivestarchemicals.com</a>
<b>Gonzo Natural Products</b>	Weiman Products, LLC	<a href="https://gonzoproducts.com">https://gonzoproducts.com</a>	<a href="mailto:salesupport@purposebuiltbrands.com">salesupport@purposebuiltbrands.com</a>
<b>Goo Gone</b>	Weiman Products, LLC	<a href="https://googone.com">https://googone.com</a>	<a href="mailto:salesupport@purposebuiltbrands.com">salesupport@purposebuiltbrands.com</a>
<b>Green Gobbler</b>	Weiman Products, LLC	<a href="https://greengobbler.com">https://greengobbler.com</a>	<a href="mailto:salesupport@purposebuiltbrands.com">salesupport@purposebuiltbrands.com</a>
<b>Magic</b>	Weiman Products, LLC	<a href="https://magicamerican.com">https://magicamerican.com</a>	<a href="mailto:salesupport@purposebuiltbrands.com">salesupport@purposebuiltbrands.com</a>
<b>Micro-Scientific</b>	Micro-Scientific, LLC	<a href="https://micro-scientific.com">https://micro-scientific.com</a>	<a href="mailto:orders@micro-scientific.com">orders@micro-scientific.com</a>
<b>Mighty Mint</b>	MM Buyer, LLC	<a href="https://mightymintproducts.com">https://mightymintproducts.com</a>	<a href="mailto:support@mightymintproducts.com">support@mightymintproducts.com</a>
<b>P.F. Harris</b>	P.F. Harris Mfg. Co., LLC	<a href="https://pfharris.com">https://pfharris.com</a>	<a href="mailto:CService@pfharris.com">CService@pfharris.com</a>
<b>Pure Origin Products</b>	MM Buyer, LLC	<a href="https://www.pureoriginproducts.com">https://www.pureoriginproducts.com</a>	<a href="mailto:support@mightymintproducts.com">support@mightymintproducts.com</a>
<b>Stone Care International</b>	Weiman Products, LLC	<a href="https://stonecare.com">https://stonecare.com</a>	<a href="mailto:salesupport@purposebuiltbrands.com">salesupport@purposebuiltbrands.com</a>
<b>Urnex</b>	Urnex Brands, LLC	<a href="https://urnex.com">https://urnex.com</a>	<a href="mailto:orders@urnex.com">orders@urnex.com</a>
<b>Weiman</b>	Weiman Products, LLC	<a href="https://weiman.com">https://weiman.com</a>	<a href="mailto:salesupport@purposebuiltbrands.com">salesupport@purposebuiltbrands.com</a>
<b>Wright's</b>	Weiman Products, LLC	<a href="https://jawright.com">https://jawright.com</a>	<a href="mailto:salesupport@purposebuiltbrands.com">salesupport@purposebuiltbrands.com</a>