



TENNANT VENTAS Y SERVICIOS DE MÉXICO, S.A. DE C.V. GENERAL TERMS & CONDITIONS (PRODUCT)

THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE SALE OF PRODUCTS IN MEXICAN TERRITORY BETWEEN TENNANT VENTAS Y SERVICIOS DE MEXICO, S.A. DE C.V. ("TENNANT") OR ANY OF ITS AUTHORIZED AGENTS, AND BUYER. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE AT ANY MOMENT AND AT TENNANT'S SOLE DISCRETION.

TENNANT'S OBLIGATIONS ARE CONDITIONED UPON BUYER'S EXPRESS AND COMPLETE ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS:

1. Acceptance: All sales of Products offered by Tennant shall be subject to the General Terms and Conditions of Sale (the "Terms and Conditions") contained herein. These Terms and Conditions may not be altered, supplemented or modified by Buyer.

Buyer agrees that these Terms and Conditions replace and void any other communication or agreement, whether oral or in writing, that may have existed previously between Tennant and Buyer.

2. Additional Terms: The Terms and Conditions not specifically mentioned herein but that have been established in a quotation provided by Tennant, Order Acknowledgement, or any other form provided by Tennant, shall be understood to supplement these Terms and Conditions, and as a result, are applicable and binding.

3. Price: The prices indicated in the price quotes issued by Tennant shall be firm for a 30 day period as of the date of the respective price quote. Prices do not include Value-Added Tax (V.A.T.) or any other federal, state, municipal or any other tax that may apply.

Prices do not include shipping charges, which will be determined separately in the price quote.

4. Payment Conditions: All payments shall be made without any withholdings and in a period no more than 30 calendar days as of the issuing date of the invoice. Buyer shall make payment in the form and manner established by Tennant.

Payment terms may be modified or withdrawn by Tennant at any time.

Delay in payment shall cause Buyer to pay default interest at a monthly rate of 1% or the interest rate referred to in the Federal Commerce Code, whichever is greater, which shall accrue while the default lasts.

Notwithstanding the foregoing, delinquency shall give Tennant the right to delay delivery of the Products or cancel the sale of same, without any liability to Tennant.

Buyer shall pay all costs, including but not limited to legal and accounting fees, along with other collection expenses due to Buyer's failure to comply with terms stipulated herein.

4. Security Interest: Tennant may request at any moment that Buyer provide an additional guarantee that it may deem necessary to ensure compliance of Buyer's contractual obligations pursuant to this document. Any expense generated due to the foregoing shall be Buyer's responsibility. Notwithstanding, upon delivery Tennant (i) cannot direct the disposition of the Products, (ii) cannot rescind the transaction, (iii) cannot prohibit the Buyer from using the Products in the ordinary course of business, and (iv) has no other rights that would normally rest with the holder of a lien on the Products.

Tennant shall release its security interest upon receipt of full performance and payment.

5. Purchase Order Modifications and Cancellations: Purchase orders may not be modified unless prior consent by Tennant is granted, for which a new quotation shall be issued, indicating the changes made by Buyer, and if applicable, the modifications made to the price and delivery time. Tennant shall not be liable for any delay on delivery dates that may be generated due to the amendment application requested by Buyer.

Should Buyer request to modify or cancel a purchase order, Buyer shall compensate Tennant for all reasonable expenses made in reliance with the purchase order prior to having received the modification or cancellation request, including without limitation design costs, expenses for the obtaining and manufacture of non-standard components or machine configurations, parts, consumables or any others. Buyer will pay for these expenses immediately upon Tennant's delivery of invoice.

6. Shipping Terms and Title. All deliveries shall be shipped by Tennant from the manufacturing facility of its choice. Unless otherwise agreed in writing, the delivery of the Products is pursuant to DAP (*Delivered at Place*) Destination, Incoterms 2010. Title to Products and risk of loss shall pass upon delivery to the Buyer or the carrier, whichever occurs first.

Tennant shall select the carrier, and may make partial shipments.

7. Delivery of Products: Except when otherwise agreed, the delivery and shipment dates referenced by Tennant are approximate dates, and shall be subject to stock



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being available. Tennant shall not be liable for damages, losses or penalties during transportation, carrier's delay, or for failure to give notice of any delay. The carrier shall not be deemed to be an agent of Tennant.

Should Buyer refuse to receive the Products, they will then be stored at the sole cost and risk of Buyer. Payment shall not be conditioned to Buyer's having received the Products.

Tennant will not be responsible for clearing the Products or paying any duties. Buyer shall be liable for all federal, state or local sales taxes, customs duties, value-added taxes and other taxes and liens that may be applicable to the purchase of the Products.

Tennant shall only be liable for defects in the quality of the Products.

8. Inspection and Return of Products: Once the Products are received, Buyer shall have 10 days to inspect them, and if applicable, make any claim. If Buyer does not make any claims during the aforementioned period, it shall be understood that Buyer received the Products at its full satisfaction.

All returns shall be made pursuant to Tennant's policies and the Products shall be accompanied by the Product Return Authorization form issued by Tennant, both available by request to Tennant.

9. Warranty on Products: Tennant guarantees all Products in accordance with the terms established on the Tennant quotation, the Tennant product brochure, at www.tennantco.com. The terms are also available upon request.

THIS IS AN EXCLUSIVE WARRANTY AND AS SUCH TENNANT HAS NOT GRANTED ANY OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY OTHER COMMERCIALITY OR PROPERTY WARRANTY REGARDING THE PRODUCTS FOR THE COMPLIANCE OF ANY SPECIFIC PURPOSE. BUYER IS LIABLE FOR THE APPROPRIATE USE OF THE PRODUCT PURSUANT TO ITS RESPECTIVE MANUAL AND TENNANT SHALL NOT BE LIABLE FOR THE INAPPROPRIATE SELECTION OF PRODUCTS BY BUYER FOR A SPECIFIC APPLICATION. No warranty shall be applicable if the Products have been altered or modified in any way by Buyer.

10. Limited Liability: TENNANT SHALL NOT, FOR ANY REASON OR UNDER ANY CIRCUMSTANCES, BE LIABLE FOR THE DAMAGES CAUSED BY THE USE OR MALFUNCTION OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS IN USE, LOSS OF WORK IN PROGRESS, LOSS OF SALES OR

PROFITS, FAILURE TO ACHIEVE SAVINGS, LOSS OF BUYER'S PRODUCTS OR FROM ANY OTHER USE OR ANY LIABILITY FROM BUYER WITH RESPECT TO A THIRD PARTY FOR SAID LOSS, ANY OTHER LABOR EXPENSES, DAMAGES OR LOSS CAUSED BY THE PRODUCTS, INCLUDING PERSONAL INJURIES OR PROPERTY DAMAGES, UNLESS SUCH PHYSICAL DAMAGE OR PERSONAL INJURY ARE CAUSED BY TENNANT'S DIRECT NEGLIGENCE.

Buyer agrees to hold Tennant harmless from any claim or suit that may be filed against it due to any of the foregoing, agreeing to keep Tennant safe and harmless and even indemnifying any damages that may have been caused and shall reimburse all expenses incurred by Tennant for this reason.

11. Orbio® Cleaning Solution: Unless Buyer has express authorization from Tennant, the resale of Orbio® Cleaning Solution or its use to produce Buyer's own cleaning products are strictly prohibited. Buyer agrees to use the product only for surface-cleaning purposes, properly labeling it in case it is repackaged, and following the necessary security standards to avoid a different use to that established herein.

12. Intellectual Property: All Intellectual Property Rights of Products and Services provided by Tennant are the exclusive property of Tennant. Buyer acknowledges that Tennant is not granting any right, license or permit on any of its intellectual/industrial property rights with regard to any of its Products, trademarks, designs or other rights. Buyer shall abstain from requesting, executing or carrying out any act that may affect Tennant's intellectual/industrial property rights in any way whatsoever.

No Products contained in Tennant's catalogue(s) or Webpage may be reproduced, distributed, replicated, downloaded, copied in any way, or displayed, placed, transmitted, modified, translated, added, updated, compiled or summarized by Buyer without Tennant's prior written authorization.

13. Exports: Products purchased or received pursuant to these Terms and Conditions are subject to export control legislation, restrictions, regulations and executive orders from the United States and Mexico. Buyer agrees to comply with all export control legislation, restrictions, regulations and executive orders from the United States and Mexico or foreign agencies and authorities and shall not export or transfer any Products to any prohibited country or any country where there is an embargo or to any denied or debarred parties or one that has been designated as such under the United States or Mexican laws or foreign laws or regulations.



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Buyer represents and guarantees that it is not on the United States Debarred Parties List, Specifically Designated Citizens or Excluded Persons List and is not legally barred from purchasing the requested Products. Buyer shall be solely responsible for obtaining any necessary license or permit for the importing of the Products, as required pursuant to Mexican laws.

14. Force Majeure:

Neither party shall be liable for any delay or breach when performance is not commercially possible or when said delay or breach is caused by circumstances beyond party's control, including without limitation, acts of god or force majeure, acts issued by government authorities, amendments to applicable laws, fires, floods, labor contingencies, famine, rebellions, war or terrorism.

15. Protection of Personal Information:

The personal data for which Tennant is responsible is processed in accordance with applicable legal provisions and principles of the Mexican Data Protection Act ("*Ley Federal de Datos Personales en Protección de Particulares*"). Tennant shall take all necessary measures to protect Buyer's personal information. For more information, please see Tennant's Privacy Policy on our Webpage www.tennantco.com.

Buyer warrants to Tennant that prior to the transfer of any personal information about an individual to Tennant (including Tennant Company) it has obtained the specific written consent of each relevant individual and to the transfer of their personal data outside of Mexico and will, on request from Tennant, provide Tennant with a copy of such consent.

16. Telemetry: Buyer acknowledges that Tennant may equip its Products with telemetry devices for the purpose of recording and transmitting to Tennant information intended to improve Product serviceability and report geo-location data. Buyer explicitly agrees to Tennant's collection, processing, and ownership of any personal data as a consequence of the use of said telemetry devices.

17. Severability: If any of the clauses contained herein were declared void, illegal, ineffective, or conflicting with other applicable laws, the validity, legality or effectiveness of the other clauses shall not be affected in any way.

18. Assignment: The rights contained herein may not be assigned without Tennant's prior, written consent. Any assignment without prior consent shall be void.

19. No Waiver: Failure or omission of either party to enforce performance of any of the terms or conditions set

out herein shall not be interpreted or considered as a waiver of their rights pursuant to this Contract.

20. Choice of Law: Regarding anything related to the interpretation, execution and performance of this agreement, the parties shall submit to all applicable laws and competent courts of Monterrey, Nuevo Leon expressly waiving any other jurisdiction or law that they may be subject to for reasons of present or future domiciles or for any other reason.

The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.