



## TENNANT SALES & SERVICE CANADA ULC

### GENERAL TERMS & CONDITIONS (GOODS)

**GENERAL.** These Terms and Conditions govern the purchase of Goods by Buyer from Tennant Sales & Service Canada ULC, a British Columbia corporation ("Tennant"). All sales and/or quotations furnished by Tennant or its authorized agents are conditioned upon Buyer's acceptance of the following documents (in order of priority): (1) a mutually agreed and signed agreement; (2) a quotation provided by Tennant; and (3) these General Terms and Conditions (collectively, the "Contract"). Notwithstanding the foregoing, if Buyer makes online purchases via guest checkout, these General Conditions shall solely govern the purchases; Buyer must create an authenticated account for any other agreements to apply. This Contract constitutes the entire agreement between Tennant and the Buyer and supersedes all other agreements and undertakings, whether written or oral, between the parties with respect to the subject matter of the Contract. Tennant expressly rejects the inclusion of any different or additional terms proposed by Buyer and conditions its obligation to perform on Buyer's acceptance of these terms and conditions.

1. **PRICE.** Prices are firm for 30 days from the date of Tennant's written quotation and do not include shipping charges (except as noted in section 4), any federal, provincial or local sales, duties, use, excise, or value-added taxes.

2. **PAYMENT.** Buyer's obligation to pay on time is of the essence to these terms, and Buyer will pay the invoiced amount without setoff or deduction. For online sales, a credit card authorization is made at the time of purchase and the goods are billed in full to the credit card upon shipment. For offline sales, payments are due net 30 from the date of Tennant's invoice. Credit terms may be withdrawn or changed at any time.

Fabrication and delivery may be delayed if an account is delinquent. If payment is not made on time, the Buyer shall be obliged to pay the statutory interest rate for commercial debts on the outstanding amount. Buyer will pay all costs of collection including reasonable attorneys' fees and costs. Failure to pay full amounts may result, in Tennant's sole discretion, in a revocation of any licenses or rights provided under the transaction, including warranty support.

After expiry of the payment term set out above, the Buyer shall be in breach of contract, without any notice of default required, and all of Tennant's contractual claims and debts shall become immediately due and payable.

3. **ORDER MODIFICATIONS.** If Buyer requests to modify or cancel its purchase order after formation of a Contract, Tennant may, in its sole discretion, accept or deny such request. If Tennant accepts the request (i) Buyer shall compensate Tennant for its reasonable expenditures made in reliance on Buyer's purchase order prior to its receipt of the modification request, including, without limitation, expenditures to design, procure, or manufacture non-standard components or configurations for machines, accessories, parts or consumables and (ii) Tennant shall use commercially reasonable efforts to mitigate such expenditures after its receipt of the modification request. All material changes and those affecting fit, form, or function must be mutually agreed

upon in writing. Buyer is responsible for all reasonable costs and actual damages to Tennant related to delays caused by Buyer.

4. **DELIVERY TERMS AND TITLE.** All deliveries shall be shipped by Tennant from the facility of its choice. Shipping terms are DDP. Title to goods and risk of loss will pass upon delivery to the Buyer or the carrier, whichever occurs first. Tennant shall select the carrier. Tennant may make partial shipments.

All orders placed by the Buyer are subject to stock being available. If the Buyer refuses or neglects to take possession of the goods, it nevertheless remains obliged to fulfill its payment obligations. In such case, the goods will be stored at the risk and expense of Buyer.

5. **SHIPPING DATES AND INSPECTION.** Performance and shipping dates quoted represent a reasonable estimate of the time required for manufacturing and shipping at the time of order quotation or acceptance. An agreed delivery date is not a final deadline, unless expressly agreed otherwise in writing. Tennant shall not be liable for damages or penalty for carrier's delay in delivery or for failure to give notice of any delay, and the carrier shall not be deemed to be an agent of Tennant.

Buyer must inspect and report all claims for shortages or incorrect charges within ten (10) days after Buyer's receipt of that particular shipment. Requests for proof of delivery must be received in writing within thirty (30) days after receipt of the invoice for the goods.

6. **LIMITED PRODUCT WARRANTY.** Tennant's standard manufacturer's limited warranty – which is available on the Tennant quotation, the Tennant product brochure, at <http://www.tennantco.com>, or from Tennant upon request – is the sole and exclusive obligation to the Buyer for any goods sold under these General terms and conditions.

7. **WARRANTY LIMITATION.** THE ABOVE-REFERENCED LIMITED PRODUCT WARRANTY IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER REMEDIES. THESE ARE THE ONLY REMEDIES OF BUYER FOR ANY BREACH OF WARRANTY OR ANY OTHER CLAIM.

8. **LIMITATION OF LIABILITY.** TENNANT'S LIABILITY IS LIMITED TO ACTUAL AND DIRECT DAMAGES; IN NO EVENT WILL TENNANT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES FOR ANY REASON, INCLUDING ARISING FROM DELAYS IN DELIVERY, INSTALLATION AND/OR USE OF THE GOODS BY BUYER, REGARDLESS OF THE THEORY ADVANCED. TENNANT'S TOTAL LIABILITY ARISING OUT OF THE SUPPLYING OR USE OF GOODS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE COST OF THE GOODS SOLD FOR WHICH ANY CLAIM IS MADE.

NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE TENNANT'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS (AS APPLICABLE), (II) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (III) ANY OTHER MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR TENNANT TO EXCLUDE OR RESTRICT LIABILITY.

**9. INDEMNIFICATION.** Subject to the limitations in these terms and conditions, Tennant shall indemnify, defend, and hold Buyer harmless from and against any claim, demand, cause of action, or liability for direct damage to the extent arising from Tennant's negligence or intentional misconduct in connection with its provision of Goods to Buyer. Buyer agrees to indemnify, defend, and hold Tennant harmless from and against any claim, demand, cause of action, or liability caused by third parties against Tennant relating to Buyer's use or installation of the Goods, and to pay any costs and expenses incurred by Tennant to enforce Buyer's obligations.

**10. DATA PROTECTION.** Buyer explicitly consents to the collection, use and disclosure by Tennant of personal information which is necessary to fulfill its obligations arising from the Contract and for related marketing purposes. Personal information collected outside the United States may be transferred to Tennant Company, Tennant's parent company in the United States and become subject to the laws of this jurisdiction including those that may grant to government authorities access to this personal information. All information will be used in accordance with our privacy policy available at [www.tennantco.com](http://www.tennantco.com).

Buyer warrants to Tennant that prior to the transfer of any personal information about an individual to Tennant (including to Tennant Company) it has obtained the specific written consent of each relevant individual for the purposes outlined herein. Additionally, to the extent that Tennant will have access to or otherwise process personally identifiable information in its performance hereunder which information is subject to regulation under applicable laws, rules and regulations, including privacy and security laws, requiring the execution of supplemental agreements to address such processing (e.g. GDPR Data Processing Agreement, etc.) the parties agree to promptly execute such supplemental agreements in the form as presented to Buyer by Tennant. Upon execution thereof, such supplemental agreement(s) shall be incorporated herein.

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 consents, and represents that all individuals concerned consent, to Tennant's collection, use and processing of any personal information as a consequence of the use of said telemetry devices for these purposes.

**11. ORBIO® CLEANING SOLUTION.** Unless expressly authorized by Tennant in writing, Buyer may only use Orbio cleaning solutions for its own internal use and may not resell the solution to third parties. Buyer is responsible for ensuring that all cleaning solutions are labeled and used in accordance with applicable health and safety regulations.

**12. USE OF BRAIN CORPORATION AUTONOMOUS SOLUTIONS.** Certain Products may contain autonomous navigation and other features manufactured by Brain Corporation and in each such case, the terms of the Autonomous Mobile Robot

End User License Agreement found at <https://tennantco.com/amreula-ca> ("AMR EULA") shall be incorporated herein and govern Buyer's use thereof and rights thereto, in addition to the terms set forth in these General Terms & Conditions. Brain is a third party beneficiary of these General Terms and Conditions as they relate to the terms of the AMR EULA.

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

**14. INTELLECTUAL PROPERTY RIGHTS.** As between Buyer and Tennant, all intellectual property rights in goods and services provided by Tennant are vested solely and exclusively in Tennant Company. No intellectual property rights in goods or services are assigned, licensed or transferred hereunder, except as may be expressly provided in the AMR EULA, as applicable.

**15. EXPORT.** Buyer will not disclose, export, re-export, or divert any goods supplied by Tennant or any technical information, document or material, or direct Goods thereof, to any country or person to whom such disclosure, export, or diversion is restricted by U.S. law unless all necessary and appropriate authorization has been obtained from the U.S. government.

**16. SECURITY INTEREST.** As security for the obligations of the Buyer hereunder, Buyer, as debtor, hereby grants to Tennant a security interest in all goods delivered by Tennant to Buyer hereunder together with all present and future alterations, additions, accessions, replacements and substitutions to and of the items, and all proceeds of the foregoing, including, but not limited to, all insurance proceeds (the "Collateral"). For the purposes of Quebec law, Buyer also grants to Tennant a hypothec on the Collateral in the principal amount of the purchase price of the Goods payable under this Contract, plus an amount equal to 20% of such amount, the whole bearing interest at a rate of 25% per annum. Buyer and Tennant have not agreed to postpone the time for attachment of the security interest/hypothec granted by Buyer to Tennant in respect of the Collateral. Buyer authorizes Tennant to file any documents and to take all such other actions as are in Tennant's view reasonably necessary to ensure that Tennant's security interest/hypothec is valid, opposable and perfected and Buyer agrees to perform all such acts and execute all such documents that Tennant may reasonably request to create and perfect its security interest/hypothec in the Collateral. To the extent permitted by law, Buyer waives the right to receive copies of any financing statement, financing change statement or verification statement or other document filed with respect to or relating to such security interest/hypothec. Buyer appoints Tennant as Buyer's attorney-in-fact (which power is coupled with an interest) to sign in Buyer's name documents, applications, filings and certificates of title and transfer documents that are reasonably necessary to perfect Tennant's right to transfer



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ownership of the goods if Buyer defaults. To the extent permitted by law, Buyer agrees to pay all government imposed fees necessary to file any documents in connection with Buyer's obligations hereunder. Buyer further agrees that Tennant's security interest/hypothec will continue uninterrupted until all obligations Buyer owes to Tennant hereunder are satisfied. Tennant shall release its security interest/hypothec upon receipt of full performance and indefeasible payment in full by Buyer of all obligations arising or capable of arising hereunder. In the event of any breach by Buyer hereunder, Tennant may exercise all rights and remedies available to a secured party/holder of a security/hypothec under applicable law or statute, including, without limitation, (i) appointing a receiver, or (ii) seizure and sale of the Collateral. Notwithstanding, upon delivery Tennant (i) cannot direct the disposition of the Goods, (ii) cannot rescind the transaction, (iii) cannot prohibit the Buyer from using the Goods in the ordinary course of business, and (iv) has no other rights that would normally rest with the holder of a lien or hypothec on the Goods.

**17. FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform where such timely performance is beyond the reasonable control of such party, including, without limitation, due to an act of God, act of governmental authorities, change in applicable law, fire, flood, labor dispute, shortage, insurrection, war, terrorism, or inability to obtain an export or import license.

During force majeure all of defaulting party's obligations shall be suspended. Should the period in which a party cannot fulfill its obligations as a result of force majeure continue for a period longer than ninety (90) calendar days, either party shall be entitled to terminate the Contract in writing without compensation to the other party.

**18. CHOICE OF LAW; DISPUTES.** This Contract shall be governed by and construed under the laws of the province of British Columbia and the federal laws of Canada, without giving effect to the principles of conflict of laws. This Contract expressly excludes the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Tennant and Buyer agree to make a good faith attempt to resolve any dispute by mediation in Toronto, Ontario. If such mediation fails to resolve the dispute, the parties agree that disputes will be resolved by arbitration in Toronto, Ontario pursuant to the Simplified Arbitration Rules of the ADR Institute of Canada. Mediation and arbitration shall be held in English.

**19. SEVERABILITY.** If any provision of these terms and conditions is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired.

**20. ASSIGNMENT AND WAIVER.** Buyer may not assign the Contract without the prior written consent of Tennant, which consent shall not be unreasonably withheld or delayed. Assignment without such consent is void. A waiver of any default hereunder or failure to enforce any term or condition of the

Contract shall not be construed as a waiver of any right available to either party hereunder.

**21. LANGUAGE.** The parties hereto confirm that it is their wish that this Contract, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.