

## FISKARS GENERAL TERMS AND CONDITIONS OF SALE AMERICAS

### 1. APPLICABILITY

1.1 These General Terms and Conditions of Sale (“Conditions”) shall apply to all orders, offers, agreements of supply, contracts, sales agreements, sales and any other arrangements governing sales relationships between Fiskars Brands Inc. and/or its affiliated companies (“FISKARS”) and any purchaser (“Buyer”) of products sold under any trademark of FISKARS or its licensors (“Products”). These Conditions shall, together with any other agreement between FISKARS and Buyer that has been signed by FISKARS and the Product quantities and requested delivery schedules in orders accepted by FISKARS, constitute the entire agreement between the parties (“Contract”); no additional or different terms or conditions contained in any of Buyer’s Request for Proposal, Purchase Order, Acknowledgement or other forms or correspondence will be of any force or effect.

1.2 A purchase order by the Buyer (“Order”) shall be placed in writing to the email address or other location FISKARS may indicate from time to time, or by any other method agreed between the parties.

1.3 Any offers or other statements made by FISKARS are not binding upon FISKARS unless otherwise explicitly stated by FISKARS in writing. Notwithstanding the above statement, any quotation made by FISKARS shall be valid for ten (10) business days.

1.4 The Order shall be deemed to be accepted and binding by FISKARS, subject to Section 1.1 above, only when it issues a written confirmation of the Order. FISKARS may at its sole discretion elect not to accept an Order or any part of an Order without having to provide a reason for such non-acceptance. The Buyer shall not have a right to amend or cancel the Order once the Order is accepted by FISKARS.

1.5 The Contract shall be deemed to have been entered into when a) both parties have signed a sales agreement; b) when FISKARS has confirmed an Order in writing; or c) when the Buyer has accepted FISKARS’ quotation, regardless of the acceptance’s form. If FISKARS does not provide the Buyer with an order confirmation or partial confirmation within forty-five (45) days after dispatch of an Order, the Order shall be deemed to be rejected by FISKARS.

1.6 Any deviation from or change to the Contract, sales agreement or Order or these Conditions will form part of the Contract only if FISKARS has approved the deviation in writing.

1.7 The Buyer acknowledges and agrees that FISKARS shall be entitled to make such alterations to the specifications of the Products as it may think fit and FISKARS reserves the right to withdraw any of the Products listed in the Contract from time to time by giving the Buyer notice thereof. The contents of the Contract shall be deemed to be amended the earlier of actual receipt of such notice by the Buyer or five (5) business days after FISKARS sends such notice.

1.8 Documents forming part of the Contract are to be applied as complementary to each other, but in case of discrepancies, the order of priority shall be the following: (i) the Contract, (ii) these Conditions, and (iii) Product quantities and requested delivery schedule in the pertinent accepted Order and (iv) any appendices to the Contract (in the case of multiple appendixes, in order they are numbered).

1.9 The Contract constitutes the entire agreement between the parties relating to the subject matter hereof, and integrates, merges, supersedes, and cancels all previous agreements, negotiations, commitments, and representations in respect thereto.

### 2. COMPLIANCE

2.1 The Buyer shall comply with all applicable local and national laws and regulations, and all international conventions concerning human rights, social and working conditions, child labor, and the protection of the environment.

2.2 The Buyer shall be solely liable for ensuring that the Products can be sold without any restrictions in the territory and markets in which the Buyer operates, and the Buyer shall fully indemnify and hold harmless FISKARS for any liability it may incur as a result of any non-compliant sales by the Buyer. The Buyer shall promptly inform FISKARS in regard to any and all local regulations and changes thereto that are applicable to the Products.

2.3 Buyer acknowledges that the Products are not necessarily designed to meet the health, safety, and/or environmental standards and labeling requirements of any country other than the U.S. Buyer will be responsible for ensuring that all Products sold by it comply with all such requirements. Buyer will also ensure that all Products sold by it bear all instructions and labels applicable to Products that are necessary or desirable under laws, regulations, or accepted practice in the countries in which they are sold by Buyer, and will, at its expense, translate into all languages in use in the business community in those countries, and reproduce in such translation, all instructional materials provided in English by FISKARS.

2.4 Buyer acknowledges that the Products are U.S.-origin articles. That being the case, in conducting its business with respect to the Products, Buyer agrees to comply with applicable U.S. economic sanctions and export control laws including, without limitation, the Arms Export Control Act and International Traffic in Arms Regulations, the Export Administration Regulations, the U.S. Antiboycott Regulations and the economic sanctions programs administered by the U.S. Office of Foreign Assets Control (“OFAC”) and the U.S. Department of State. Buyer further agrees that it will not make any disposition of any Products or technical information obtained from FISKARS (directly or indirectly), by trans-shipment, re-export, re-transmission, disclosure, diversion or otherwise which would violate any such applicable laws in force at the time of export of the Products from the U.S.

2.4 Buyer will not, directly or indirectly, in the name of, on behalf of or for the benefit of FISKARS, offer, promise, authorize or pay any compensation or give anything of value to, any official, agent or employee of any government or governmental agency, or to any political party or officer, employee or agent thereof. Further, Buyer will not, directly or indirectly, in the name of, on behalf of or for the benefit of FISKARS, offer, promise, authorize or pay any compensation or give anything of value to, any employee of, any other agent for, or any consultant to, any customer, or to any other person, for the purpose of influencing any decision regarding the purchase of Products. Buyer will require each of its directors, officers, employees and agents to comply with the provisions of this Section 2.4. Any breach of the provisions of this Section 2.4 shall entitle FISKARS to terminate this Agreement effective immediately upon notice to Buyer.

### 3. PRICE AND PAYMENT

3.1 Prices are set forth in the Contract or Order. Unless otherwise stated, the prices are stated and shall be payable in U.S. dollars (USD) and based on the price which is current at the time when the order is accepted by FISKARS if the order calls for immediate shipping. If the order calls for a future shipment date, then the price shall be adjusted to the price in effect at the date of shipment.

3.2 Buyer will be charged for any extra costs which FISKARS incurs; at order acceptance Buyer shall be provided with estimated amount of such charge(s).

3.3 FISKARS reserves the right at any time and in its sole discretion, to demand advance payment from the Buyer if it has reasonable doubts about the Buyer’s creditworthiness.

3.4 FISKARS may at any time increase the price of the Products, transportation, or delivery without having to provide a reason for such an increase. Any Orders placed but not confirmed prior to communicating the

increase to the Buyer shall be carried out on prices effective before the increase unless FISKARS determines, in its sole discretion, that such price is commercially unreasonable for FISKARS.

3.5 FISKARS may invoice the Buyer at any time before or after the delivery of the Products. Payment terms are set forth in the Contract. Unless otherwise stated, payment terms are net 30 days. The payment shall be made to a bank account nominated in writing by FISKARS. Buyer shall be charged the lower of 1½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of FISKARS' reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.

3.6 Without prejudice to Clause 3.4 above, if the Buyer fails to make any payment to FISKARS by the due date, FISKARS shall be entitled to suspend or cancel any further deliveries to the Buyer without incurring any liability to the Buyer.

3.7 FISKARS may at any time, without limiting any other rights or remedies it might have, set off any amount owing to it by the Buyer against any amounts payable by FISKARS to the Buyer. The Buyer shall not have a right to withhold, set-off or counterclaim against FISKARS in order to justify withholding payment in whole or in part.

3.8 Any claim or notification of defect does not entitle the Buyer to withhold payment for the Products in whole or in part.

#### **4. QUALITY**

4.1 Upon receipt of the Products the Buyer shall, without delay, examine or get the Products examined both as to their quality and quantity (including possible user manuals and other documentation which would reasonably be expected to be attached or included therein given the nature of the Products). Unless the Buyer notifies FISKARS in writing to the contrary within a period of eight (8) days from the receipt of the Products, the Products shall be deemed to have been duly received in agreed quantity and quality and free of any defects that can be discovered by an examination.

4.2 The sole and exhaustive remedies available for the Buyer regarding defective Products under the Contract have been set forth in clause 4. Any other remedies, whether express or implied, are hereby excluded and waived.

4.3 In the event that a national, state, or local agency issues an order requiring either FISKARS or the Buyer to recall, replace, repair, or make refunds with respect to all or part of any Product ("Recall") or FISKARS initiates a Recall, FISKARS, with the cooperation of the Buyer, shall do so at FISKARS expense in a reasonable manner that will satisfy the requirements of such order. Where FISKARS determines in its reasonable discretion that a Recall is warranted prior to or without regard to any proceeding or determination by a national, state, or local agency, such Recall shall be effectuated in a manner as determined by FISKARS and the Buyer will cooperate with all directives of FISKARS.

4.4 Any decision to salvage, resell, destroy, repair, transfer, or otherwise dispose of a defective Product must be approved in writing by FISKARS. FISKARS shall have the sole authority to approve. To the extent that FISKARS directs the Buyer to return Product, the Buyer shall cooperate and FISKARS shall assume liability for all direct and documented shipping costs related to the directed return of Product.

#### **5. WARRANTY**

5.1 Subject to the following sentence, FISKARS warrants to the Buyer that the Products shall materially conform to the Product description and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to damage caused by misuse or Product modification and is conditioned on the Buyer's (a) operating and maintaining the Products in accordance with the specifications and instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to FISKARS. **THE FOREGOING ARE FISKARS'; ONLY EXPRESS WARRANTIES TO THE BUYER AND FISKARS MAKES NO IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR**

**ANY PARTICULAR PURPOSE, TO THE BUYER.** If the Buyer provides FISKARS with prompt written notice of breach of this warranty within 18 months from delivery or 1 year from the acceptance, whichever occurs first (the "Warranty Period"), FISKARS shall at its sole option either (i) replace defective Products in a reasonable time after receiving a notification of defect from the Buyer; (ii) repair the defective Products at its own cost in a reasonable time after receiving a notification of defect from the Buyer; or (iii) issue a refund for the documented price paid for such Products by the Buyer. The remedies described here are subject to Paragraph 14.

5.2 If FISKARS requests that the Products are returned, the Buyer shall comply, and FISKARS shall reimburse the Buyer for the reasonable shipping costs.

#### **6. INDEMNITY**

6.1 FISKARS shall indemnify, defend and hold the Buyer harmless from any claim, cause of action or liability asserted against Buyer by any unaffiliated third party for personal injury, death or damage to tangible property, to the extent caused by FISKARS' negligence. FISKARS shall have the sole authority to direct the defense of and settle any indemnified claim. This indemnification is conditioned on the Buyer (a) promptly, within the Warranty Period, notifying FISKARS of any claim, and (b) providing reasonable cooperation in the defense of any claim.

#### **7. PACKAGING**

7.1 FISKARS shall use commercially reasonable efforts to package the Products in export packaging suitable for the Products.

7.2 FISKARS accepts no instructions for packaging from the Buyer unless FISKARS has explicitly agreed to such instructions in writing prior to dispatch of the Products.

#### **8. DELIVERY & RISK OF LOSS**

8.1 Any agreed trade term shall be construed in accordance with Incoterms® 2020. If no trade term is specifically agreed the delivery shall be EXW Wall, New Jersey warehouse, if the product is purchased from Fiskars Living US, LLC, and EXW the Fiskars warehouse where the product is shipped from if the product is purchased from Fiskars Brands, Inc.

8.2 FISKARS shall ship the Products to the address set forth in the Order unless otherwise agreed between the parties. If the Buyer fails to provide complete information required for the delivery or fails to receive the delivery at the address indicated in the Order, FISKARS shall have a right (i) to store the Products at the Buyer's cost until the Buyer provides FISKARS with necessary information; or (ii) to cancel the Order.

8.3 Delivery estimates are given in good faith; FISKARS does not guarantee delivery estimates and does not accept liability for any loss arising from delay in delivery. FISKARS shall have a right to deliver the Products in partial deliveries provided that such partial deliveries do not incur extra delivery costs to the Buyer.

8.4 Should FISKARS fail to deliver the goods wholly or partly within sixty (60) business days of the date quoted for such delivery or the delivery date agreed between the parties in writing, the Buyer shall be entitled, without any liability of FISKARS, to cancel the part of the delivery which is late by notifying FISKARS thereof in writing.

8.5 Until the Products are paid for, Buyer shall adequately insure the Products against ordinary business risks and list FISKARS as an additional insured.

#### **9. PROMOTION AND MARKETING**

9.1 Any advertising, promotional or marketing activities for the Products shall be in compliance with any and all guidelines, materials, and/or policies provided or made available from time to time by FISKARS.

9.2 Buyer confirms that it is aware that virtually all products under the Waterford, Marquis, Wedgwood, Royal Doulton, Royal Albert, and Rogaska brands ("Crystal Products") must be accompanied by "Proposition 65" warnings when sold to California consumers.

9.2.1 Buyer acknowledges that Proposition 65 applies directly to Resellers, as well as to manufacturers, distributors or importers. Buyer shall

consult with Buyer's own Proposition 65 counsel to determine if Buyer is executing all of Buyer's legal obligations with respect to FISKARS' Products.

9.2.2 Buyer acknowledges that most Crystal Products are subject to a long-standing consent judgment and how warnings are provided for Crystal Products is not altered by the amended California Proposition 65 safe harbor warning regulations effective for consumer products manufactured after August 30, 2018.

9.2.3 Buyer acknowledges the International Crystal Federation's longstanding Proposition 65 warning signage program for leaded crystal products applies to Crystal Products.

#### **10. ONLINE RESALE**

10.1 Any websites on which the Buyer offers the Products for resale must at least satisfy the following criteria: i) The website is used by the Buyer only and administrated by the Buyer or a third party engaged by the Buyer; ii) The website is suitable for (re)selling the Products and will only offer products of comparable quality; iii) The website must provide for a question and complaints protocol regarding the Products; iv) the Buyer has been authorized by FISKARS under written agreement to sell the Product on the website; and iv) The website must offer a safe payment method such as PayPal, payment by credit card using SSL connection or similar protected option.

#### **11. INTELLECTUAL PROPERTY RIGHTS**

11.1 All rights, title, and interest to the intellectual property rights vested in the Products, goodwill associated therewith and/or in any associated material, regardless of its form ("Intellectual Property"), shall remain as the sole and exclusive property of FISKARS or its licensors. The Buyer shall have a limited and at any time revocable right to utilize the Intellectual Property associated with the Products in strict compliance with common measures required for the marketing and sale of the Products in accordance with the Conditions of the Contract. The Intellectual Property shall at all times be used only in compliance with any and all instructions provided to the Buyer by FISKARS from time to time.

11.2 Except for the sole purpose of complying with the Contract, the Buyer shall not at any time, for its own account or for the account of any third party, acquire or use any rights whatsoever to any Intellectual Property belonging to FISKARS. At FISKARS' request, the Buyer shall return or destroy any documents and other materials relating to the Intellectual Property. For the avoidance of doubt, nothing herein shall be interpreted as granting the Buyer a right or a license to use or register the FISKARS trade name, FISKARS trademark, any FISKARS group company trade name or trademark, or domain names, or any other intellectual property right of FISKARS or its affiliates or any mark that is confusingly similar.

11.3 FISKARS makes no representation and gives no warranty, indemnity, term, or condition (whether express or implied) as to whether or not there exist any intellectual property rights of third parties which might be infringed upon by the import or sale of the Products, or the use of the Intellectual Property in relation thereto.

11.4 Immediately upon becoming aware of an alleged claim of infringement of any third party intellectual property rights, the Buyer shall notify FISKARS in writing thereof and, at FISKARS' request, assign the conduct of negotiations or litigation of the matter to FISKARS. The Buyer shall refrain from taking any action which might prejudice FISKARS in relation to such claim.

11.5 The Buyer agrees to indemnify and hold FISKARS harmless from and against any and all claims, losses, damages, and expenses including legal fees arising out of or by reason of any breach of the Contract by the Buyer arising as a result of the marketing and sale by the Buyer of the Products. In such a case FISKARS shall, at the Buyer's cost, have a right to take such protective measures which it deems appropriate to limit the damage.

11.6 Buyer will cooperate with FISKARS in taking all actions reasonably necessary to protect the ownership rights of FISKARS in the Intellectual Property in all jurisdictions in which Buyer markets or distributes or permits

marketing or distribution of Products pursuant hereto, including without limitation registration of Products and related Intellectual Property in the name of FISKARS with appropriate local authorities. In no event will Buyer register or permit registration of Products or of any other Intellectual Property, in the name of Buyer or any person other than FISKARS. FISKARS will be the sole and exclusive owner of any such Product or Intellectual Property registration.

#### **12. FORCE MAJEURE**

12.1 Except for payment obligations, neither party shall be liable to the other for any delay or non-performance of its obligations under the Contract in the event and to the extent that such delay or non-performance is due to an event of force majeure. The party affected by an event of force majeure shall inform the other party in writing without delay of its occurrence, probable duration, and cessation and take any necessary measures to limit and minimize the effect thereof.

12.2 Events of force majeure are events beyond the reasonable control of the party, which occur after the entering into the Contract and which were not reasonably foreseeable at that time. Events of force majeure include, without being limited to, war, pandemics, supply shortages, revolution, natural disasters, fire, and explosions.

12.3 In the event the delay or non-performance of either party continues for a period of thirty (30) days due to a force majeure event, then either party has the right to terminate the Contract with immediate effect without liability towards the other party to the extent of the non-performance.

#### **13. LIMITATION OF LIABILITY**

13.1 NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, FISKARS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND FISKARS' TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT UNLESS SUCH DAMAGE WAS CAUSED SOLELY BY THE WILLFUL MISCONDUCT OR BY GROSS NEGLIGENCE OF FISKARS OR IS BASED ON FISKARS' INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY.

#### **14. TERMINATION**

14.1 FISKARS may terminate the Contract or any Order, or any part thereof, for cause, in accordance with the other terms of the Contract, or in the event of any Buyer default (including bankruptcy or receivership) or if the Buyer fails to comply with any of the conditions of the Order. In the event FISKARS terminates the Contract for cause, FISKARS shall not be liable to the Buyer for any amount and the Buyer shall be liable to FISKARS for any and all damages sustained by reason of the default that gave rise to the termination.

14.2 Upon termination of the Contract, FISKARS may in its sole discretion decide to cancel or fulfill any confirmed outstanding Orders. Should FISKARS decide to fulfill such Orders, the Buyer shall be obligated to remit full payment thereof.

14.3 The termination of the Contract shall be without prejudice to any rights or remedies FISKARS may have under the Contract or applicable law.

#### **15. MISCELLANEOUS**

15.1 If any provision of the Contract, or any part thereof, is held to be invalid, void, or otherwise unenforceable by the final judgment of a court of competent jurisdiction or the final award of an arbitrator, such provision will be modified to the maximum extent possible to reflect the intent of the parties or to the extent incapable of such modification, will be deemed to have been severed from the Contract and the remainder of the Contract will remain in full force and effect.

15.2 If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any authorization agreement, quotation, purchase order or acknowledgment

issued or signed by FISKARS, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents unless separately signed by FISKARS. No part of the Agreement may be changed or canceled except by a written document signed by FISKARS and Buyer. No course of dealing or performance, usage of trade, or failure to enforce any term shall be used to modify the Agreement.

**15.3 The negotiation, execution, performance, and enforcement of the Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Wisconsin, U.S. without regard to its conflict of laws principles.**

15.4 The failure of either party to enforce any of the provisions of the Contract or to exercise any right in respect thereto shall not be construed as a waiver of its rights thereto.

15.5 Neither party is entitled to assign or transfer the Contract or any of its rights or obligations under the Contract (or any part thereof), to a third party without the prior written consent of the other party. Notwithstanding the aforesaid, FISKARS shall have the right to assign or transfer the Contract, and any of its rights or obligations under the Contract, in whole or in part, without the prior consent of the Buyer to any affiliate of FISKARS or to a third party acquiring all or substantially all of the assets of the business to which the Contract pertains.

15.6 THE PARTIES ACKNOWLEDGE AND AGREE THAT THE UNITED NATIONAL CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THE SALE OF THE PRODUCTS.