Your Unconditional Agreement: These Standard Terms and Conditions (“STC”) shall apply to and govern all transactions between You and BSH Home Appliances Corporation (“BSH”), for Your provision of services and/or works and deliverables to BSH, and shall control over any other document or agreement (including without limitation, oral or written, express or implied). These STCs govern the entire relationship (whether proposed, existing, contemplated, or in the future; collectively, the “Agreement”) between You and BSH. Any changes whatsoever to the Agreement You make hereon or on any other document or agreement shall be automatically null and void and of no effect, and BSH shall have no obligation or liability beyond paying for then ongoing services. BSH’s ownership, shall not be co-owners or entity any part of Your performance obligations owed to BSH; any attempt to do so shall be null and void, and give BSH the immediate right to terminate without liability or obligation whatsoever. **Price:** Prices specified shall be firm and complete as agreed between You and BSH. In no event shall payment be made, or invoices issued, prior to services rendered or acceptance of works and deliverables. Any state and federal excise, sales and use taxes shall be stated separately on the invoices. BSH retains all rights to set-offs, counterclaims, and offsets for damages, costs, expenses, and all other obligations that may arise under the Agreement, and any other agreements or promises. All cash discount shall be computed from the date of receipt by BSH of a correct invoice or works and deliverables, whichever is later. Any and all related customs duty drawback rights are automatically transferable from You to BSH (You shall immediately inform BSH of any such rights and supply such documents as may be required for BSH to obtain such drawback). The relevant Purchase Order number must be referenced by You on every invoice submitted to BSH. **Delivery:** TIME IS OF THE ESSENCE. All services and/or works and deliverables must be provided by the agreed date of delivery. **Delays:** In any event of delay in the services rendered hereunder (whether actual or foreseeable, and regardless of cause), You shall immediately notify BSH and shall communicate all relevant information to BSH. You shall be liable for any damages resulting from failure to make a complete, on-time delivery, except pursuant to an express written waiver by BSH. You shall not be entitled to any such delays for a reason beyond Your control (such as weather, natural disasters, etc.) unless such delays are approved by BSH. BSH reserves the right to modify a scope of services prior to the services being rendered, with any change in pricing subject to subsequent confirmation by BSH. **Termination:** Either party may terminate this Agreement at any time upon notice, subject to the fulfillment by You of any outstanding Purchase Orders (but in no event whatsoever shall BSH have any obligation or liability beyond paying for then outstanding Purchase Orders). **Warranties:** In addition to all implied warranties, You warrant that all services and/or works and deliverables covered hereunder will be merchantable, free from defects in material and workmanship, fit for their intended purpose, and that they will fully conform to all applicable laws, regulations, and ordinances. Breach of any warranty, express or implied, shall give BSH the immediate right to terminate without liability or obligation whatsoever. BSH MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITH REGARD TO YOUR EXPECTED BUSINESS VOLUME OR PROFIT. **BSH’s Property:** All tools, equipment, documents, or other material of every description furnished to You by BSH or for which You have been requested by BSH to supply, shall be sole, exclusive personal property of BSH. Any BSH-property in Your possession shall at all times be properly maintained by You, and shall be held or delivered to BSH at all times. You shall be responsible for all loss or damage to such property, and You shall not authorize, give, sell, or otherwise dispose of such property or use such property for the manufacture or design of any goods for any customer and further agree not to use such property to manufacture or offer for sale any confidential or proprietary information of BSH which You come into contact with by virtue of the Agreement. You must immediately inform BSH of any tool loss or damage, and of significant wear and tear, so that replacement tooling may be manufactured and implemented without jeopardizing BSH’s on-going demands. You shall bear all cost and liability for any damages resulting from delayed notification or failure to so notify. **Patents:** You agree to indemnify and hold harmless BSH (including its customers and distributors) against all liability, loss, and expense (including attorneys’ fees) by reason of any claim, action, or litigation arising out of any alleged or actual, direct or contributory infringement of patents, inventions, trade secrets, copyrights, trade dress and all other intellectual property rights, arising from the services, purchase, use or sale of works and deliverables provided by You. In case the purchase, use or sale of said works and deliverables, or any thereof, is held to constitute infringement or is enjoined. You shall, at Your own expense, procure for BSH the right to continue the unrestricted purchase, use, distribution and sale of such works and deliverables, or, upon BSH’s written approval, modify such works and deliverables so they are wholly non-infringing. This order involves experimental, development or research activities, including engineering related thereto, all information developed in the course thereof shall be owned by BSH and be deemed confidential and proprietary information of BSH, whether patented or not, and You shall fully cooperate (and cause Your employees to cooperate) in executing any patents and take any such actions necessary or convenient to patent or otherwise perfect or protect for the sole and exclusive benefit of BSH any inventions conceived, developed or reduced to practice in the course of the performance of this Agreement. You shall not disclose to any third party any information or equipment furnished by BSH to You in the course of the performance of this Agreement, and shall not disclose the same to any third party, including without limitation, employees and agents. You further agree to employ all reasonable means to prevent unauthorized use of such information.

**Indemnification & Liability:** You shall indemnify and hold harmless BSH (including its officers, agents, employees, distributors, and affiliates), from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney fees and other expenses) arising out of your breach, negligence, willful misconduct, infringement, or which such parties may sustain or incur in connection with enforcement of these terms and conditions, or any other legal theory which may result in whole or part, from any act or omission on Your part. You shall carry comprehensive general liability insurance, including, contractual and product liability, and minimum limits reasonably acceptable to BSH, and shall, at BSH’s request, supply certified limits of insurance evidencing such coverage. In no event whatsoever shall BSH be liable for consequential, incidental, indirect, punitive or special damages (including for loss of profits, data, business or goodwill), however caused including without limitation of breach of warranty, breach or repudiation of contract, contract, detrimental reliance, tort, strict liability, failure of essential purpose or otherwise, and even if BSH has been advised of the possibility of such damages. Safety: All suppliers and suppliers’ representatives shall be required to observe all BSH safety regulations and to take any action prior to entering the manufacturing facilities. **Confidentiality:** This Agreement, including its terms and conditions, shall be confidential. You acknowledge that in relation to the course of performing its obligations hereunder, it may receive information which is confidential and proprietary to the BSH (“Confidential Information”). Confidential Information includes all non-public business information of BSH in any format whatsoever (whether now known or hereafter devised), including without limitation business plans, new product development, planned advertising campaigns, planned pricing changes, financial and strategic planning documents, know-how, technical specifications, BSH research and market data, BSH’s finances and earnings, competitive information, operating and marketing strategies and business plans, publications, and any other unpublished material furnished to You by BSH, or known by You through visual or aural observations while on the other party’s property, and (ii) all business records or materials, or copies thereof, including in any format whatsoever whether now known or hereafter devised. Confidential Information shall not include any information which: (a) becomes generally available to the public through no wrongful act of You; (b) which is already lawfully in Your possession and not subject to this Agreement or to any other agreement between the parties; (c) which is received from a third party through no wrongful act of the third party; and, (c) which is independently developed by You without reference to BSH’s Confidential Information. You shall not use or disclose or provide any Confidential Information to any third party and shall take all necessary measures to prevent such disclosure by its employees and agents. To the extent You have access to personal data, You shall comply with all privacy laws. **Open Source Software:** You warrant that your goods and or/services includes only Free and Open Source Software and provide all licenses necessary to use such software. **Harmful Software Code:** You will not (Yourself, nor authorize others to) install or utilize malicious data, code, monitoring capabilities, or software programs onto or within BSH’s computer systems (including its affiliates and representatives), including without limitation, spyware, or other surveillance programs, damaging

**Legal Compliance:** Each party shall comply with all applicable laws, regulations, ordinances, or other governmental regulations now or hereafter applicable (including without limitation, providing reasonable access to Your books in accordance with the U.S. Omnibus Reconciliation Act of 1980), and each party represents and warrants that it has the right and authority to enter into this Agreement. **Non-waiver:** In no event whatsoever shall any action, delay or omission waive any right of BSH at law or in equity. The laws of North Carolina, U.S.A. shall govern and control this Agreement. **Indemnification & Liability:** You shall indemnify and hold harmless BSH (including its officers, agents, employees, distributors, and affiliates), from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney fees and other expenses) arising out of your breach, negligence, willful misconduct, infringement, or which such parties may sustain or incur in connection with enforcement of these terms and conditions, or any other legal theory which may result in whole or part, from any act or omission on Your part. You shall carry comprehensive general liability insurance, including, contractual and product liability, and minimum limits reasonably acceptable to BSH, and shall, at BSH’s request, supply certified limits of insurance evidencing such coverage. In no event whatsoever shall BSH be liable for consequential, incidental, indirect, punitive or special damages (including for loss of profits, data, business or goodwill), however caused including without limitation of breach of warranty, breach or repudiation of contract, contract, detrimental reliance, tort, strict liability, failure of essential purpose or otherwise, and even if BSH has been advised of the possibility of such damages. Safety: All suppliers and suppliers’ representatives shall be required to observe all BSH safety regulations and to take any action prior to entering the manufacturing facilities. **Confidentiality:** This Agreement, including its terms and conditions, shall be confidential. You acknowledge that in relation to the course of performing its obligations hereunder, it may receive information which is confidential and proprietary to the BSH (“Confidential Information”). Confidential Information includes all non-public business information of BSH in any format whatsoever (whether now known or hereafter devised), including without limitation business plans, new product development, planned advertising campaigns, planned pricing changes, financial and strategic planning documents, know-how, technical specifications, BSH research and market data, BSH’s finances and earnings, confidential and proprietary information, business plans, promotional programs, plans, product designs, and other information unique and confidential to BSH. Confidential Information shall include without limitation that which is marked “Confidential Information” or “Confidential” by BSH. Confidential Information shall not include any information which: (a) becomes generally available to the public through no wrongful act of You; (b) which is already lawfully in Your possession and not subject to this Agreement or to any other agreement between the parties; (c) which is received from a third party through no wrongful act of the third party; and, (c) which is independently developed by You without reference to BSH’s Confidential Information. You shall not use or disclose or provide any Confidential Information to any third party and shall take all necessary measures to prevent such disclosure by its employees and agents. To the extent You have access to personal data, You shall comply with all privacy laws. **Open Source Software:** You warrant that your goods and or/services includes only Free and Open Source Software and provide all licenses necessary to use such software. **Harmful Software Code:** You will not (Yourself, nor authorize others to) install or utilize malicious data, code, monitoring capabilities, or software programs onto or within BSH’s computer systems (including its affiliates and representatives), including without limitation, spyware, or other surveillance programs, damaging

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codes, worms, “Trojan Horses,” or “time bombs,” or other destructive or harmful programs, or programs which violate BSH’s privacy rights or the privacy rights of BSH employees, customers, or vendors.