MARMOT MOUNTAIN EUROPE GMBH TERMS AND CONDITIONS OF SALE FOR TRADE CUSTOMERS

1. INTERPRETATION

1.1 Definitions:

Affiliate: any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, parent and intermediate holding companies, that directly or indirectly control, are controlled by, or are under common control of Company or Newell Brands, Inc.

Business Day: a day other than a Saturday, Sunday or public holiday in Germany.

Company: Marmot Mountain Europe GmbH (registered in Germany with company number HRB 114260 whose registered office is at Am Eisernen Steg 20, 65795 Hattersheim).

Company Sponsored Promotion: a time-limited promotional offer made available to the Customer by Company, subject to the Customer's compliance with such additional terms and conditions as the Company may specify from time to time.

Conditions: the terms and conditions set out in this document.

Contract: the contract between Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from Company.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control and unpredictable for that party.

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property Rights: patents, trade marks, design rights, copyright (including rights in computer software and databases), domain names, trade names, trade dress, know how, confidential information and moral rights and other intellectual property rights, irrespective whether it is copyrightable or patentable or method of fixation, in each case whether registered or unregistered and including applications for, and the right to apply for, the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world and all goodwill in the aforementioned.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or such other method as designated by Company.

Parties: the Customer and Company each being a party.

2. BASIS OF CONTRACT

2.1 These Conditions apply exclusively to the Contract. They shall also apply to all future business transactions with the Customer. This shall also apply even if the Terms and Conditions are not expressly agreed upon again. Terms and conditions of the Customer that are contrary to or deviate from the Conditions shall not be deemed accepted unless Company expressly consents to their validity in writing. The Conditions of Company shall also apply if Company performs the delivery or the services vis-à-vis the Customer without reservation in full awareness of contradictory or deviating terms and conditions of the Customer.

2.2 These Conditions only apply vis-à-vis entrepreneurs pursuant to Sec. 14 para. 1 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) and legal entities under public law as well as special funds under public law within the meaning of Sec. 310 para. 1 BGB. An entrepreneur within the meaning of this section is a natural or legal person or a partnership having legal capacity who or which, when entering into a legal transaction, acts in exercise of his/her/its commercial or self-employed business.

2.3 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.4 The Order shall only be deemed to be accepted the earlier of when Company issues a written acceptance of the Order or when delivery takes place in response to an Order, at which point the Contract shall come into existence.

2.5 Any samples, drawings, descriptive matter or advertising produced by Company and any descriptions or illustrations contained in Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation or issue of a price list for the Goods given by Company shall not constitute an offer. Unless otherwise stated, a quotation shall only be valid for a period of 30 days from its date of issue and a price list is valid for the period set out in the price list or otherwise provided in writing by a representative of Company.

2.7 Each Order that is accepted by Company shall form the basis of a separate Contract. If the Customer submits multiple Orders and these are accepted by Company, the Customer will enter into a separate Contract with Company in respect of each Order that is accepted.

2.8 If Company accepts an Order from the Customer in respect of Goods that form part of a Company Sponsored Promotion, the terms of the Company Sponsored Promotion shall form part of the Contract.

3. GOODS

3.1 Company reserves the right to amend the specifications of the Goods at any time without notice to the Customer. Amended specifications of the Goods will not apply to Contracts already concluded between Company and Customer except where those amendments are legally required to comply with applicable law and regulations.

3.2 All prices published by Company for the sale of Goods in Germany to Customer excludes amounts in respect of: (i) value added tax (**VAT**), which the Customer shall additionally be liable to pay to Company at the prevailing rate, subject to the receipt of a valid VAT invoice; and (ii) any other taxes, charges, levies, assessments and fees of any kind imposed by governmental or other authority, which shall be borne by Customer.

4. DELIVERY

4.1 Unless otherwise set out in the written acceptance of an Order or any other document accepted in writing by Company, all deliveries of Goods shall be EXW Company's production facility or distribution centre (Incoterms 2020) as designated by Company.

4.2 Any dates quoted for delivery are approximate only, unless Company expressly confirms the exact date of delivery or performance in writing. Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.3 Compliance with the periods of delivery or performance shall be subject to correct and timely delivery from suppliers. The fulfilment of the Contract by Company with respect to those parts of a delivery which are governed by national export regulations shall be subject to the granting of the required approvals.

4.4 Company does not assume any liability for delays which Company is not responsible for. Company will immediately report any foreseeable delays. If Company is in default (*Verzug*) and if the Customer consequently suffers damage, liability shall be subject to Condition 10.

4.5 If the Customer receives an invoice for the Goods which Company fails to deliver, the Customer shall notify Company within ten (10) Business Days following the date of the invoice.

4.6 If the transport or collection of the Goods is delayed at the Customer's request or due to its own default, then, except where such failure or delay is caused by a Force Majeure Event or Company's failure to comply with its obligations under the Contract:

- **(a)** the risk shall pass to the Customer as of the day of notification of readiness for dispatch or acceptance and
- **(b)** Company shall store the Goods at the expense and risk of the Customer.

4.7 If the Customer is in default of acceptance or violates other duties to cooperate, Company is entitled to exercise the existing statutory rights, in particular to claim reimbursement of the additional expenses incurred as a result thereof and to withdraw from the contract after the setting and expiry of an appropriate deadline. Moreover, Company reserves the right to otherwise dispose of the Goods after the setting and expiry of an appropriate deadline for the acceptance of the delivery or performance and to make deliveries to the Customer within a reasonably prolonged deadline. If the Customer is in default of acceptance, the risk of accidental loss or deterioration of the Coods passes to the Customer at the moment the default of acceptance starts.

4.8 If Company delivers up to and including 5% more or less than the quantity of Goods ordered by the Customer, the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, Company will make a pro rata adjustment to the Order invoice in case of less Goods or deliver the missing quantity of Goods upon request of the Customer. In case of a delivery of up to 5% more Goods than ordered Company will agree with the Customer either to return the additional quantity of Goods delivered at costs agreed with the Company in advance or if the Customer accepts the additional quantities of Goods, Company will make a pro rata adjustment to the Order invoice. The Customer shall notify Company and the relevant carrier in writing within a reasonable time period following the date of delivery of the Goods that the wrong quantity of Goods has been delivered.

4.9 Company may, where not unreasonable to the Customer, deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.10 The Customer shall be responsible for obtaining, at its own cost, such licences and other consents as are required from time to time in the territory for the sale and marketing of the Goods and, if required by Company, the Customer shall make those licences and consents available to Company prior to the date of dispatch of the relevant shipment.

5. WARRANTY

5.1 Pursuant to Sec. 377 of the German Commercial Code (Handelsgesetzbuch, HGB), the customer shall inspect the goods for obvious defects immediately upon receipt and inform Company of any such defects immediately. The same shall apply to hidden defects from the moment they are discovered.

5.2 In case of defects, the warranty shall be restricted to the right of subsequent performance unless stipulated otherwise in Condition 5.5. In case of claims for subsequent performance (*Nacherfüllung*), the Company can chose at its sole discretion whether to repair or replace the defective Goods. The right to self-remedy by the Customer is excluded. A period set by the Customer for the Company for subsequent performance must be reasonable. Subsequent performance is only deemed to have failed in case three trials by the Company have been unsuccessful. The Company may refuse subsequent performance if the related expenditures would be unreasonable. The return of Goods in connection with subsequent performance may only be initiated with the Company's prior written approval. The risk regarding such returned Goods shall only pass to the Company upon handover to the Company at the agreed place. The Company will only bear any related costs in case the Goods are actually defective.

5.3 Warranty claims of the Customer become statute-barred twelve (12) months after the handover of the Goods. Section 478 of the German Civil Code (Bürgerliches Gesetzbuch) shall remain unaffected.

5.4 In the event of changes to the Goods which the Customer carries out or has carried out by third parties without Company's prior consent, the warranty shall cease to exist unless the Customer proves that there is no causal relationship between the change and the defect. The same shall apply to defects resulting from a specification of the Customer.

5.5 In the event that Company is not willing or able to provide subsequent performance, in particular if the same is delayed beyond reasonable periods for reasons for which Company is responsible or if the subsequent performance fails for other reasons, the Customer is entitled to withdraw from the Contract, reduce the price and/or claim damages in accordance with the statutory provisions. However, the Customer shall not be entitled to withdraw from the Contract in case of insignificant defects. Such an insignificant defect is given if the effort to remove the defect does not exceed an amount of five percent of the order value. In such case, the Customer is only entitled to a reduction of the contractual price.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

- **(a)** Company receiving payment in full (in cash or cleared funds) the Goods and any other goods that Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- **(b)** the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer at the time specified in Condition 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- **(a)** Clearly mark the Goods as property of Company and store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Company's property;
- **(b)** not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- **(c)** maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- **(d)** notify Company immediately if it becomes subject to any of the events listed in Condition 13.1(b) to Condition 13.1(d) or in case of attachments or seizure of the Goods; and
- **(e)** give Company such information relating to the Goods as Company may require from time to time.

6.4 Subject to Condition 6.5, the Customer may resell or use the Goods in the ordinary course of

its business (but not otherwise) before Company receives payment for the Goods. However, if the Customer resells the Goods before that time:

(a) it does so in its own name as principal and not as Company's agent; and

(b) title to the Goods shall pass from Company to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Condition 13.1(b) to Condition 13.1(d), then, without limiting any other right or remedy Company may have:

(a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

(b) Company may at any time:

(i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price agreed between the Parties, which the Customer shall confirm in the Order, or, if no price is quoted, the price set out in Company's published price list in force as at the date of delivery.

7.2 Company may increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or

(b) any delay caused by any instructions of the Customer or failure of the Customer to give Company adequate or accurate information or instructions.

7.3 The price of the Goods excludes amounts in respect of: (i) value added tax (**VAT**), which the Customer shall additionally be liable to pay to Company at the prevailing rate, subject to the receipt of a valid VAT invoice; and (ii) any other taxes, charges, levies, assessments and fees of any kind imposed by governmental or other authority, which shall be borne by Customer.

7.4 Company may invoice the Customer for the Goods before delivery, or on or at any time after delivery.

7.5 The Customer shall pay the invoice in full and in cleared funds unless credit facilities have been agreed in writing by Company. Company has the right to withdraw credit facilities for any reason and at any time by notice in writing to the Customer. Payment shall be made to the bank account nominated in writing by Company.

7.6 If any credit facilities are offered to the Customer by Company meaning a deferral of the payment date (subject to Company's complete discretion and the carrying out of appropriate credit checks), the ordinary timescales for payment will be thirty (30) days following the date of Company's invoice (unless Company notifies the Customer or agrees with the Customer to the contrary in writing).

7.7 If the Customer fails to make a payment due to Company under the Contract by the due date and is therefore in default, then, without limiting Company's remedies under these Conditions or law, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 7.7 will accrue each day at the rate prescribed by applicable law.

7.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to set-off or retain any claims against Company in order to justify withholding payment of any such amount in whole or in part, except where such counterclaim is legally established or undisputed. Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Company to the Customer.

8. CANCELLATION

8.1 Once Company has accepted an Order (and the Contract has come into existence in accordance with Condition 2.4), the Customer shall not be entitled to cancel the Contract unless it is entitled to do so under these Conditions and/or law.

8.2 Company shall, in its complete discretion, be entitled to close the Customer's account if the Customer fails to place any Orders with Company for a period of at least six (6) months and Company has no outstanding deliveries for the Customer that it is yet to make.

8.3 Company shall, in its complete discretion, be entitled to close the Customer's account with immediate effect and cancel any Orders pending for delivery in the event the Customer breaches Condition 11.1(e).

9. RETURNS

9.1 No Goods may be returned unless they fall under Condition 4.8 and/or 5 and/or the Customer has received written authorisation from Company to return the Goods (not to be unreasonably withheld).

9.2 Where Company authorises the Customer to return the Goods, with the exception of any non-conformance of the Goods under Condition 5 or oversupply of Goods under Condition 4.8, the Goods must be returned in their original packaging, undamaged and in a resaleable condition. The Customer shall be responsible for ensuring that the Goods to be returned are packed securely so that they are returned to Company in the condition they were received by the Customer.

9.3 If any Goods are returned without Company's authorisation, the Customer shall immediately arrange to collect the returned Goods and shall be responsible for all insurance and risk associated with such Goods. The Customer shall further indemnify Company on demand for any and all costs and losses that Company incurs in relation to any unauthorised returned Goods, including storage costs.

10. LIMITATION OF LIABILITY

10.1 Company shall be liable without limitation for intent and gross negligence. With regard to slight negligence, the liability of Company shall be limited and restricted to the foreseeable damage that might typically occur under the contract if an obligation is violated, the fulfilment of which is essential for the proper performance of the contract and on the compliance with which the customer may regularly rely (cardinal duty).

10.2 The foregoing liability limitations or exclusions shall not apply to claims resulting from fraudulent concealment of a defect, acceptance of a guarantee and claims pursuant to the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG) and to damage arising from injuries to life, body or health.

10.3 Insofar as Company's liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its employees, workers, representatives and vicarious agents.

11. INTERNET AND USE OF SOCIAL MEDIA

11.1 The Customer acknowledges and agrees that the brand image associated with the Goods is of critical importance to Company and must be uniformly represented. The Customer shall not and shall procure that its customers (who are not end users) shall not:

(a) create, register or otherwise seek or maintain any interest whether directly or indirectly in any domain name or social media handle which contains all or any words of (or words confusingly similar to) the brands or trade marks, any local language versions thereof or any other part of the brands or trade marks relating to the Goods (a **"Brand Domain Name/Social Media Handle"**). In the event that the Customer or any of its customers (who are not end users) register or otherwise have an interest in any Brand Domain Name/Social Media Handle, in addition to any rights or remedies available to Company, the Customer shall at its sole expense cause such Brand Domain Name/Social Media Handle to be immediately transferred to Company or its designated Affiliate. The Customer shall notify Company immediately in writing if any internet keywords or adwords that contain any of the brands or trade marks in the Goods are offered to Customer for purchase or ownership;

(b) create or permit any linking from any other web site to any web site developed or maintained by Company or Newell Brands, Inc. or their Affiliates, but shall establish such hyperlinks or other link or connection to Company's website or other websites to its websites as Company may request in writing;

(c) without Company's explicit and prior written consent create a website that purports to be an official website of the brands relating to the Goods as the Customer acknowledges and agrees that this could cause confusion for customers of the Goods as to who the seller of the Goods is;

(d) cause or allow all or any part of the brands or trade marks relating to the Goods to be otherwise used or displayed, in whole or in part, in any electronic mail address or in connection with any other internet related activity; and/or

(e) promote, advertise for sale or sell the Goods on online marketplaces. In this Condition 11.1(e), "online marketplaces" means a third party e-commerce site or platform, including, but not limited to, eBay and Amazon, which enables users to acquire or purchase one or more goods or services from multiple parties or sellers. For the avoidance of doubt, the Customer and its customers are not under any restriction to sell the Goods on their own websites.

For the avoidance of doubt, none of the above shall exclude passive sales.

11.2 The Customer will be solely responsible for the content of any website that it uses to promote the Goods and for compliance with any applicable laws and regulations and will indemnify and hold harmless Company on demand for any claim and/or damage as a result of non-compliance by the Customer with such laws and regulations.

11.3 The Customer shall comply with Company's stipulations regarding the form, content and quality standards relating to the use of the internet (or other electronic media) in connection with the Customer's business.

11.4 The Customer shall not participate in or contribute towards any website or other public medium or communication the object or likely effect of which is the denigration of the Goods and/or Company.

11.5 The Customer shall not use social media to promote or advertise the Goods or reference the brands or trade marks relating to the Goods without Company's prior written consent, except where such use is legitimate under applicable trademark law. Where Company provides such consent Customer must:

(a) strictly comply with any social media policy and guidelines issued by Company in relation to the use of such account or site;

(b) ensure that any such site or profile does not contain pages where third parties can upload content which cannot be edited and/or deleted; and

(c) at the request of Company, grant to Company administrator rights or other control in respect of any online networking site relating to the brands, trade marks and/or Goods.

11.6 The Customer shall only include images of the Goods on its website where such images are of a sufficiently high quality and high resolution to ensure that the brand image and reputation of Company and the Goods is maintained at a high standard. Company shall decide in its absolute discretion whether such images on Customer's website comply with this Condition 11.6.

11.7 Where sales are made online, the Customer shall ensure that the websites via which the Goods are ultimately sold to the end customer are of the same visual standard as Company's own website for the Goods and shall include terms of use, privacy policies and delivery/return information in compliance with the local laws of the territory in which the Goods are advertised for sale. For the avoidance of doubt this sub-Condition is not intended to restrict or prevent online sales but to promote the Goods and brands relating to the Goods.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Customer acknowledges and agrees that all Intellectual Property Rights in the Goods are owned by Newell Brands, Inc. and/or its Affiliates including but not limited to, those featured on the Goods and any labels, user documentation and other literature supplied by Company in connection therewith, shall remain the property of Newell Brands, Inc. and/or its Affiliates and that all rights and goodwill in any such Intellectual Property Rights vests and shall remain vested in Newell Brands, Inc. and/or its Affiliates.

12.2 The Customer may make use of the trade marks relating to the Goods in so far as they are relevant to the Goods and used in connection with the provision, advertising and sale of the Goods under the Contract, provided that Customer shall first obtain the written approval of Company, Newell Brands, Inc. or relevant Affiliate (as applicable) for all promotional, advertising or sales material incorporating any such trade marks prior to the use of any such material ("**Customer Materials**"). For the avoidance of doubt the beforementioned written approval is not required if the Customer's use of the trade marks is legitimate under applicable trademark law. The Customer shall use its best endeavours to ensure that its customers also comply with the requirements of this Condition 12.2. To the extent that the Customer owns any Intellectual Property Rights in the Customer Materials, the Customer hereby assigns all right, title and interest in and to such Intellectual Property Rights to Company or the relevant Affiliate. Where Intellectual Property Rights and/or ownership in such pursuant to respective applicable law may not be assigned, Company grants Newell Brands, Inc. and/or its Affiliates an exclusive, sublicensable, assignable, irrevocable, royalty-free, territorially and timely unlimited license free of content or use restrictions. The Customer will provide reasonable assistance in connection with Company's and/or its Affiliate's efforts to perfect or record the foregoing assignment. The right to use the trade marks is non-exclusive, non-sublicensable, non-assignable and revocable and it can be exercised within the territory where the Customer is located (unless other territories are agreed) for the duration of the Contract.

12.3 The Customer shall not and shall use its best efforts that its customers that are not end users shall not, at any time during the term of the Contract register, apply for, or use any trade mark, trade name or trade dress that is identical or similar to or is a local language version of, or contains any of the marks used by or belonging to Company, Newell Brands, Inc. and/or their Affiliates. In the event that the Customer or any of its customers (who are not end users) register or apply for any trade mark or trade name or trade dress that is identical or similar to or is a local language version of or contains any of the trade marks or any other trade marks owned by the Company, Newell Brands, Inc. or their Affiliates, in addition to any rights or remedies available to Company, the Customer shall at its sole expense cause such trade marks, trade names and/or trade dress to be immediately transferred to Company or its designated Affiliate and in case of such registration or application by its customers (who are not end users) the Customer shall use its best efforts that such trade marks, trade names and/or trade dress is immediately transferred to Company or its designated Affiliate by the respective customer.

12.4 The Customer shall:

not in any way alter or modify the Goods or the packaging or labelling of the Goods as supplied by Company unless such alterations and/or modifications first have been approved by Company in writing provided that Company shall not unreasonably withhold its consent to the Customer having labels, user documentation and other literature relating to the Goods translated into an appropriate language for use on, on the packaging of, or to accompany, the Goods in the territory in which are intended for resale;

(a) subject to Condition 12.40 above, not alter, remove or in any way tamper with the trade marks or identifying numbers on the Goods or affix any other trade mark, logo or other mark on any Goods or on any labels on, or on the packaging of, any Goods;

(b) not in any way use the trade marks on or in connection with any product other than the Goods;

(c) not use any trade mark, trade name, trade dress, domain name or other Intellectual Property Right resembling or infringing any Intellectual Property Rights of Newell Brands, Inc. or its Affiliates, (as applicable) so as to be likely to cause confusion or deception;

(d) take all such steps as Newell Brands, Inc., Company or relevant Affiliates (as applicable) may reasonably require to assist Newell Brands, Inc., Company or relevant Affiliates (as applicable) in maintaining the validity and enforceability of the Intellectual Property Rights of Newell Brands, Inc., Company or its Affiliates, during the term of the Contract or these Conditions applying;

(e) cease using the Intellectual Property Rights of Newell Brands, Inc., its Affiliates and Company immediately upon termination of the relationship between the Customer and Company and remove all references to trade marks or other Intellectual Property Rights from the Customer's property and any advertising media used by the Customer and take all actions as directed and/or required by Company to transfer any and all Intellectual Property Rights held by or under the control of the Customer to Company or its designated Affiliate.

12.5 The Customer agrees to assist Newell Brands, Inc., Company or their Affiliates (as applicable) in protecting the Goods against imitation and counterfeiting by others and at Company's expense shall co-operate and assist Company, Newell Brands, Inc. or their Affiliates (as applicable) to terminate such practices. Company, Newell Brands, Inc. or their Affiliates will take any such action in their sole and absolute discretion and in no event shall the existence of such imitation or counterfeiting relieve the Customer of any of its obligations under these Conditions. Customer shall take no action against such conduct without the prior written approval of Newell Brands, Inc. or Company.

12.6 All drawings, descriptive matter, specifications and advertising issued by Company and any descriptions, details or illustrations contained in Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and they will not form part of an Order unless otherwise agreed in writing by Company. To the extent that such information is not placed in the public domain by Company, such information shall be treated as confidential information by the Customer pursuant to Condition 17.2.

12.7 The Customer shall use any notices when using trade marks relating to the Goods as may be required by Company.

12.8 If the Customer has before entering into the Contract with the Company applied for, or obtained, a registration of:

(a) any of the trade marks relating to the Goods (or any trade mark or service mark that consists of, or contains or is confusingly similar to, or is a local language version of, any of the trade marks relating to the Goods) for any goods and services; or

(b) any internet domain name or social media handle that contains, or is confusingly similar to, any of the trade marks relating to the Goods,

Customer hereby assigns and shall assign to Company or its designated Affiliate all rights, title and interest in all such applications and registrations. The supply of Goods to the Customer under these Conditions covers the remuneration due to the Customer for assignment of the aforementioned rights. Any administrative costs associated with the assignment of the aforementioned rights will be paid for by the Customer.

13. TERMINATION

13.1 Without limiting its other rights or remedies, Company may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates to such an extent that in Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

Company acknowledges and agrees that in the event that it seeks to exercise its rights set out in Condition 13.1(b) or Condition 13.1(d) above or Condition 13.2 below, it must do so in accordance with applicable insolvency laws.

13.2 Without limiting its other rights or remedies, Company may suspend provision of the Goods under the Contract or any other contract between the Customer and Company if the Customer becomes subject to any of the events listed in Condition 13.1(b) to Condition 13.1(d), or if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.3 Without limiting its other rights or remedies, Company may terminate the Contract by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and after Company has set the Customer a reasonable time limit to effect payment of the amount due and such time limit has expired without success.

13.4 On termination of the Contract for any reason the Customer shall immediately pay to Company all of Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.

13.5 Termination or expiry of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

15. DATA PROTECTION

15.1 The Customer may share with Company and Company may use personal data, in particular contact details as well as profession and job information of individual employees, to perform the Contract or in connection with it. In this context, Customer warrants that it will lawfully obtain any such personal data and that it will inform such data subjects of Company's external privacy statement prior to the sharing of their personal data. Company may wish to further use such personal data for the purposes of promoting and improving its products and services, on the basis of its legitimate interests. Company may also share these personal data with its Affiliates in the European Union and the United States of America and other territories for customer management purposes on the same basis.

15.2 Company shall process such personal data as a data controller under applicable data protection rules, and has set out all required information for the individuals whose personal data is processed (the **"data subjects"**) in its external privacy statement, available on its website. In this context, the Customer undertakes to inform such data subjects of Company's external privacy statement prior to the sharing of their personal data.

16. ANTI-BRIBERY AND ANTI-CORRUPTION

The Customer agrees that it, and each of its direct or indirect owners or other financial interest holders (**"Owners"**), directors, employees, agents, advisers, and every person working for it or on its behalf (collectively **"Representatives"**) have not and will not violate the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 or any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business. The Customer agrees that, should it or any of its Owners or Representatives learn of or suspect any act or circumstance, in connection with performance of the Contract, that may constitute a violation of such laws, it will promptly notify Company and Newell Brands, Inc in writing of that knowledge or suspicion. The Customer further warrants that it and its subcontractors / suppliers shall comply with the Newell Brands Vendor Code of Conduct, found at newell-brands-vendor-code-of-conduct-7-2021.pdf (newellbrands.com).

17. GENERAL

17.1 Assignment and other dealings.
Except for any payment claims, Customer may not assign individual rights under the Agreement or transfer the entire Agreement to third parties without the prior consent in text form. Such consent may not to be unreasonably withheld by Company.

17.2 Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, know-how, clients or suppliers of the other party, except as permitted by Condition 17.2(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 17.2; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

17.3 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by pre-paid first-class post, other next working day delivery service or commercial courier at its registered office (if a company) or its principal place of business (in any other case). A copy of any notice to Company shall also be sent (at the same time) to Newell Brands, Attn: Senior Director Legal EMEA, Newell Brands UK Limited, Halifax Avenue, Fradley Park, Fradley Park, Lichfield, Staffs, WS13 8SS, UK.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(iii) if sent by commercial courier, at the time recorded by the commercial courier.

(c) This Condition 17.3 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

(d) A notice given in relation to the Contract is not valid if sent by email.

17.4 Governing law. The laws of the Federal Republic of Germany apply. The provisions of the UN Convention on the International Sale of Goods shall be excluded.

17.5 Jurisdiction. Frankfurt shall be the place of jurisdiction for all disputes arising from the business relationship.