

Terms and Conditions

1. Definitions "Buyer" "we" "us" or "our" refers to the purchaser of goods and/or services identified on the front of the Purchase Order ("PO"). "Company Address" refers to the address of the place of business of the Buyer as set forth on the front of the PO, which may be different from the Invoice Address or the Shipping Address. "Conditions" refer to the standard terms and conditions set out in this document. "Invoice Address" refers to the address mentioned on the PO to which the invoice should be sent. "Writing" includes all notifications made to the attention of the Buyer, by recorded delivery mail through the Post Office, by letter through a courier service or by carrier with receipt acknowledgment. A fax message or e-mail message is permissible on condition that a receipt acknowledgment has been requested and received. "Parties" refer to the Buyer and the Provider together. "Provider" or "you" refers to the provider of goods or services to us identified on the front of the PO. "Shipping Address" refers to the address mentioned on the PO to which the goods should be shipped or to which the services should be provided.

2. Agreement 2.1 Under this PO, we agree to purchase and you agree to sell the goods and/or services listed in this PO. 2.2 If this PO and its Conditions are placed under an existing written, signed master agreement between the Parties, any terms of these Conditions which are inconsistent with such master agreement shall not be applicable. If this PO and these Conditions are not placed under an existing master agreement, this PO and these Conditions embody the entire agreement and understanding between the Parties and supersedes and replaces all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter. 2.3 Your commencement of work on the goods subject to this PO, shipment of the goods or your commencement of the performance of the services to be rendered hereunder, whichever occurs first, shall be deemed an effective mode of acceptance of our offer or counter-offer, as the case may be, to purchase the goods or services.

3. Application of these Conditions 3.1 Except and insofar as otherwise explicitly agreed in writing between the Parties, these Conditions will apply to all PO's, whether this is done in writing, via internet, electronically or verbally, as well as to all future negotiations between the Parties, as well as to any of the extensions or amendments to the agreement as referred to under item 0 of these Conditions. 3.2 Any acceptance of the PO is limited to acceptance of the express terms of the offer contained on the front and reverse side of the PO and these Conditions. If you have made a prior offer with respect to the goods and/or services identified on the front and reverse side of the PO, our acceptance of your offer is expressly conditional upon your assent to these Conditions. 3.3 No amendment or waiver of any of the terms of these Conditions applicable to the PO shall be valid unless in writing and signed by both Parties. 3.4 Any general or special terms and conditions put forward by the Provider are hereby explicitly excluded. Such additional or different terms shall not operate as a rejection of the PO, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods and/or services. 3.5 Additional or different terms attached to an invoice or payment notice sent by you are hereby explicitly rejected and excluded and payment by us shall not be construed as acceptance of such additional or different terms.

4. Delivery and transfer of risk 4.1 Unless specified otherwise you will deliver the goods and/or services to us as stated in this PO under Incoterms 2010. If the delivery terms are not specified, they will be DDP to our "Ship to Address" stated in this PO. All goods shall be delivered and all

services shall be rendered within the delivery date or term as agreed on the PO. You shall notify us immediately of any circumstance that may cause a delay in delivery. If you fail to meet the delivery date, we may, without limiting our other remedies, (i) expedite routing of the goods, and any additional costs incurred by such expedited routing shall be paid by you, (ii) purchase similar goods and/or services and charge you with the loss, or (iii) cancel this PO in accordance with the provisions of item 0 of these Conditions. 4.2 You shall provide us with all applicable Safety Data Sheets ("SDSs") for any hazardous chemicals as defined in Annex II of the REACH Regulation no later than the initial shipment date of such goods. 4.3 You shall manufacture the goods in conformance with all applicable consumer product safety standards, bans and rules issued under Regulation (EC) n°1907/2006 (REACH), Regulation (EC) No 1272/2008 (CLP), and, in the case of electrical equipment and components, Directives 2002/95/EC and 2011/65/EU (RoHS), as well as any other applicable foreign, state and local laws and applicable industry standards. 4.4 In case the goods are being transported by road, the transport will be compliant with the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and the EU directive 2008/68 on inland transport of dangerous goods.

5. Payment 5.1 We will pay you subject to receipt of an accurate and itemized invoice referencing a valid PO number, and unless stated otherwise on the PO, all payments will be made in EURO. You shall prepare a separate invoice for each PO. The PO number must also be shown on all packing lists, containers, invoices and correspondence relating to the order. 5.2 Unless specified differently on the PO, payments will be made in full within 60 days of receipt of the invoice, and we shall be entitled to a 2% discount for payments made within 30 days of receipt of the invoice. 5.3 You agree that prices shown on the PO are all inclusive, and no additional charges of any type, including, without limitation, shipping, packaging, labelling, custom duties, taxes, storage or insurance, shall be added. 5.4 All claims for money due or to become due from us shall be subject to deduction or set off by us by reason of any counterclaim or liability arising out of this or any other transaction with you. 5.5 Payment shall not be construed as either acceptance or agreement by us that the goods and/or services conform to the PO and these Conditions.

6. Warranty 6.1 In addition to your customary warranties, any express warranties, and any other warranties contained herein or implied by law, you expressly warrant that all of the goods and/or services covered by this PO: (i) will conform to all specifications, descriptions and samples provided by us, or provided by you and approved by us, (ii) will be new, (iii) will be free from defects in design, material and workmanship, (iv) will be adequately contained, packaged, marked and labelled, (v) will be merchantable, (vi) will not (and their normal use or resale will not) infringe any patent, trademark, copyright, trade dress, trade secret or any other proprietary right now existing or hereafter issued, (vii) will be safe and appropriate for the purpose for which goods/services of that kind are normally used, and (viii) will be manufactured, processed, packaged, labelled and shipped in accordance with all applicable laws and our shipping instructions. 6.2 If you know or have reason to know the particular purpose for which we intend to use the goods and/or services, you warrant that such goods and/or services will be fit for such particular purpose. 6.3 You shall give us reasonable advance written notice of any production change related to the goods, including but not limited to any change in the manufacturing process, formulation, raw materials or production location. 6.4 Inspection, test, acceptance or use of the goods delivered or services rendered hereunder shall not affect your obligation under these warranties, and such warranties shall survive

inspection, test, acceptance, payment and use. 6.5 If any such goods and/or services shall be found to be unsatisfactory, defective or inferior in quality, or not conform to the Buyer's specifications or any other requirements hereof (including the Provider's warranties), the Buyer may, at its option, retain such goods at an adjusted price, hold such goods at Provider's risk and expense pending Provider's specific instructions, or return them to the Provider for replacement, credit or refund, as Buyer shall direct. Buyer shall be reimbursed by Provider for all of its costs and expenses in connection with the storage, handling, packing and/or transporting of any such defective or otherwise nonconforming goods and/or services, and Provider shall assume all risk of loss or damage in transit to goods returned by the Buyer pursuant hereto. Risk in relation to the nonconforming goods shall pass to the Provider upon the date of notification thereof. 6.6 Your warranties shall run to us, our successors, assigns, agents, customers, and users of products sold by us. 6.7 The remedies stated herein shall be in addition to, and not in lieu of, other remedies that we may have under this PO or under law.

7. Confidentiality and intellectual property 7.1 You shall consider all commercial, financial or technical information and documents (including any drawings, specifications or other documents) furnished by us or that you prepared based upon information we provided to you to be confidential, in perpetuity, and you shall not disclose any such information or documents to any other person or use such information or documents for any purpose other than performing this PO. 7.2 All tools, dies, specifications, drawings, designs or other property furnished or paid for by us in connection with this PO ("Company Property") will (i) be and remain the tangible and intellectual property of the Buyer and be marked as such; (ii) be used only by you and only in performance of this PO; (iii) not be moved from your premises without our written consent; (iv) be kept free of all liens, claims, and encumbrances; (v) not be modified; and (vi) be maintained in good working order. You will bear all risk of loss or damage to Company Property until it is returned to us. Upon request you will deliver all Company Property in good condition, ordinary wear and tear excepted, to any location designated by us.

8. Cancellation by the Buyer 8.1 The Buyer has the right to cancel any PO, or any part thereof, with respect to any goods not yet delivered or services not yet performed in accordance with the provisions set out below in 0 and 0. 8.2 The Buyer shall have the right to cancel any PO, or any part thereof, without cause. The Buyer shall notify the Provider hereof by registered mail which shall have effect 3 days after the stamp date (the "Cancellation Notice"). The Buyer's liability for cancellation of the PO, or any part thereof, shall be limited to the Provider's actual cost for work performed solely to that PO, or any part thereof, prior to the Cancellation Notice, without this amount exceeding the actual order price of the cancelled PO, or any part thereof. You shall (i) immediately stop all work and shall immediately cause your suppliers or subcontractors to cease such work, and (ii) not be paid for any work done after the Cancellation Notice, nor for any costs incurred by your suppliers or subcontractors which you could reasonably have avoided. 8.3 Any claim by you for payment of the cancellation charge provided for under 0 shall be deemed waived unless asserted in writing to us within 15 days after receipt by you of the Cancellation Notice. 8.4 Buyer shall have the right to cancel any PO, or any part thereof for cause, if you fail to comply with any of these Conditions. We shall inform you of the cancellation for cause in writing, which will contain the grounds for cancellation. The cancellation will occur without any prior formal notice of default or prior judicial authorization. We shall not be liable to you for any amount.

9. Rights and remedies 9.1 Our failure to insist on performance of any of the terms herein or to exercise any right hereunder, or our waiver of any breach, shall not waive any other terms, conditions or privileges. 9.2 The fact that we do not exercise a right immediately or that we only put forward a compromise shall not be sufficient to be considered a waiver of our rights and shall not refrain us from claiming the strict application of the relevant or any other of these Conditions at a later point in time. 9.3 A single and/or partial exercise of a right does not prevent the continued or full exercise of the relevant or any other right under the Conditions. 9.4 Each of our rights and remedies under this PO shall be cumulative and additional to any other or further rights or remedies provided in law or equity or hereunder.

10. Indemnification and Insurance 10.1 You shall promptly assume full responsibility for defence, at your expense, of any claim or action that may be brought against us, our successors, assigns, agents, subsidiaries, affiliates, customers or other vendors (collectively, "Indemnified Parties") alleging any of the following (collectively, "Covered Claims"): (a) infringement of any patent, trademark, trade dress, trade secret or copyright or of any contractual, intellectual property or other rights of any third party arising from the manufacture, importation, purchase, use or sale of any goods and/or services provided hereunder; (b) any unfair competition arising from any text, copy, design, mark, or appearance of any such goods; (c) any loss or damage arising out of or resulting from either any actual or threatened defect in the goods and/or services covered by this PO or any actual or alleged breach of any warranty or certification by you in connection with such goods or services; (d) any personal injury, illness, death or property damage resulting from the purchase or use of, or contact with, any goods delivered or services rendered hereunder; (e) the assessment or imposition of any excise, duty, tariff, use or other tax (however designated) upon the production, sale, import, delivery or use of the goods and/or services covered by this PO, or (f) your negligent acts or omissions in connection with any goods and/or services provided hereunder. 10.2 You further agree to indemnify and hold harmless the Indemnified Parties from any and all costs, expenses, losses, royalties, profits, and damages (including attorneys' fees) resulting from any Covered Claim, including any settlement. 10.3 An Indemnified Party may be represented by and actively participate through its own counsel in any such suit or proceeding. 10.4 The indemnification obligations under this paragraph shall survive the termination of the PO and shall continue for as long as the statute of limitations applicable to any potential Covered Claim remains unexpired. 10.5 You will maintain, at your cost, commercial general liability insurance covering your obligations under this PO with combined single limits of at least EUR 5.000.000 per occurrence and in the aggregate.

11. Force majeure 11.1 Neither Party will be liable to the other for delay or failure to perform under the PO and its Conditions if such delay or failure is due to causes, events or circumstances beyond its reasonable control ("force majeure"), including but not limited to, acts of God, civil or military authority, judicial action, fires, floods, epidemics, quarantine, strikes, lock outs, accidents, breakdown of plant or machinery, war, terrorism, delays in transportation or inability to obtain necessary labor, materials or manufacturing facilities, it being understood, however, that a delay or failure to perform following a delay or failure to perform by a third party or subcontractor or supplier of that Party shall not relieve that Party from liability for the delay or failure to perform unless the delay or failure by the third Party or subcontractor or supplier is itself caused by a force majeure. 11.2 The party claiming force majeure shall inform the other Party to this effect in writing within no

more than 5 days following the occurrence of the case of force majeure. The Party claiming force majeure must identify and motivate the case of force majeure and specify the date on which it occurred, and thereafter will provide periodic updates of the ongoing event, using reasonable efforts to overcome or mitigate the effect of the force majeure event. 11.3 If the force majeure event prevents or will prevent performance of a material provision of the PO by one Party for more than 60 days, then the other party may terminate the PO, with immediate effect as of the delivery of the written notice to the nonconforming Party. 11.4 In the event we are forced to purchase goods from another supplier because the goods are unavailable then the volume purchase shall be deducted from the committed quantity. If the goods are procured at a higher cost, the Provider shall reimburse the difference to Buyer.

12. Corporate Social Responsibility 12.1 You will comply with all of our ethical standards and policies for suppliers and all applicable laws and regulations of any governmental authority with jurisdictions over your activities in connection with this PO and will furnish to us any information required to enable us to comply with applicable laws in our use or sale of the goods and/or services. 12.2 You will comply with the following in performing under this PO (i) Forced Labour. You will not use any forced labour, which means any work or service performed involuntarily under threat of physical or other penalty. You shall respect the freedom of movement of your workers and not restrict their movement by controlling identity papers, holding money deposits, or taking any other action to prevent workers from terminating their employment. If workers enter into employment agreements with you, workers should do so voluntarily. (ii) Child Labour. You will not directly (or indirectly through the use of your subcontractors) employ any children under the age of 18 years of age unless legal, necessary, and the following are met: a. You will comply with the minimum employment age limit defined by national law or by International Labour Organization ("ILO") Convention 138, whichever is higher. The ILO Convention 138 minimum employment age is the local mandatory schooling age, but not less than 15 years of age (14 in certain developing countries), subject to exceptions allowed by the ILO and national law. b. You will ensure that employees working in facilities that are manufacturing or packaging our finished products, serving as temporary employees to us, or present at our facilities, are at least 15 years of age (and no exceptions allowed by the ILO or national law will apply). c. You must demonstrate that their employment does not expose them to undue physical risks that can harm physical, mental, or emotional development. (iii) Diversity and Inclusion. You will hire, compensate, promote, discipline, and provide other conditions of employment based solely on an individual's performance and ability to do the job (except as required under collective bargaining agreements). You will not discriminate based on a person's race, sex, age, nationality, marital status, ethnic origin, or any legally protected status. (iv) Harassment and Abuse. You will provide a workplace free from harassment, which can take many forms, including sexual, verbal, physical or visual behaviour that creates an offensive, hostile, or intimidating environment. (v) Safety and Health. You will (i) endeavour to provide safe working conditions, (ii) provide your employees with appropriate protection from exposure to hazardous materials, and (iii) provide your employees with access to potable water and clean sanitation facilities. (vi) Third-Party Representation. You will respect the decision of your employees to join and support a union as well as their decision to refrain from doing so where legally permitted. (vii) Working Hours and Compensation. Within the bounds of normal seasonal and other fluctuations in business requirements, you will (i) maintain a reasonable overall pattern of required working hours and days off for your employees so that total

work hours per week do not regularly exceed industry norms; (ii) pay fair and timely compensation, including any required premium payments for overtime work; and (iii) advise new employees at the time of hiring if mandatory overtime is a condition of employment. (viii) Disciplinary Practices. You will not use corporal punishment or other forms of mental or physical coercion as a form of discipline. (ix) Business Integrity. You will promote honesty and integrity in your business conduct by raising ethical awareness among your employees and providing direction and education on ethical issues. Further, you will not pay or accept bribes, arrange or accept kickbacks, or participate in illegal inducements in business or government relationships. (x) Environment and Sustainability. You will work to continuously improve your environmental performance by setting and then working toward quantifiable goals that reduce the environmental impact of your activities.

13. Severability If one or more provisions of these Conditions is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of these Conditions and of the agreement as described under heading 2 of these Conditions shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. In such event the Parties shall act in good faith and endeavour to replace the relevant provision with a legal or valid provision that most closely approximates the replaced provision.

14. Governing Law 14.1 The PO is governed by and interpreted for any and all purposes in accordance with the internal laws of the country where the Buyer is located, without giving effect to any other choice of law or conflict-of-laws rules or provisions including the United Nations Convention on Contracts for the International Sale of Goods. 14.2 The courts of that country will have exclusive jurisdiction of all disputes under this PO.

15. Data Encryption To the extent [Vendor] receives, stores or transmits confidential or personally identifiable data of related to Duracell or Its employees, [Vendor] shall securely encrypt all such data while not in a Duracell owned environment and shall take all the measures to ensure a level of security appropriate to the risk including, protecting such Personal Data against the risks of accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, dissemination or access. [Vendor] shall promptly return to Duracell or, at Duracell's request, permanently delete all Duracell Data from any such physical or virtual platform when such data is no longer needed by [Vendor] to perform services for Duracell (except to the extent applicable law requires continued storage of the Personal Data and [Vendor] shall promptly certify such deletion in writing to Duracell). [Vendor] shall immediately notify Duracell of any known or suspected data breach relating to the Duracell Data. [Vendor] shall fully cooperate to address and indemnify the Company for any claims, costs, expenses and damages or liabilities that arise directly or indirectly out of or from its activities.