



TERMS AND CONDITIONS OF PURCHASE FOR VENDORS/SUPPLIERS

The vendor identified on the face of the purchase order ("Seller") and Mace Security International, Inc., its subsidiaries and affiliates (collectively, "Mace" or "Buyer") agree to be bound by these terms and conditions, which are part of the purchase order issued by Mace to the Seller (the "Purchase Order" or "The Purchase Order") and should be read carefully. If the parties have a contract in effect prior to the issuance of The Purchase Order that applies to the purchase of Products and/or Services covered in The Purchase Order, the contract terms take precedence over these terms and conditions. In the absence of such a contract or for matters that are not specifically addressed in the contract, these terms and condition shall apply and take precedence. Any mutually agreed upon modifications to these terms and conditions must be agreed upon in writing in accordance with these terms and conditions.

1. **ORDER.** The Purchase Order is not valid unless signed by an Authorized Officer of Buyer ("Authorized Officer" means Director or higher) or accepted by Seller, as evidenced by the delivery of any Products and/or Services set forth in the Purchase Order to Mace. Seller agrees to perform the services ("Services") and/or provide the products or deliverables (defined below) (collectively products and deliverables shall be referred to as "Products"), described in The Purchase Order and/or any scope of work attached thereto (which is incorporated by reference), in accordance with these terms and conditions. Shipment by Seller of any Products and/or performance of any Services shall constitute acceptance by Seller of The Purchase Order for all of the Products and/or Services ordered, and these terms and conditions. Any provision in Seller's documents containing additional, different or inconsistent terms is hereby expressly rejected and shall be of no force and effect. Buyer may revoke or modify The Purchase Order at any time prior to Seller's acceptance of The Purchase Order.

2. **PRICES AND PAYMENT TERMS.** Unless specifically set forth on The Purchase Order, prices are F.O.B., destination (freight prepaid) and do not include any sales, use, transfer, excise, or other taxes, tariffs or custom duties. Buyer will pay directly or be charged by Seller for any such taxes, tariffs or customs duties levied upon the sale, transfer, import or use of the Products and/or Services purchased herein, if Buyer has specifically agreed to be so billed or pay. Buyer shall pay no charges other than those specified in The Purchase Order. Seller agrees that any price reduction made for Products or Services covered by The Purchase Order after Buyer's placement of The Purchase Order will apply to all Products and/or Services shipped or performed for Buyer after the effective date of such price reduction. Otherwise, prices are firm. Seller represents and warrants the prices, terms, warranties and benefits taken as a whole granted to Buyer are at least as favorable as those offered by Seller to any of its other customers who purchase the same or similar Products and/or Services. If, during the performance of The Purchase Order, Seller enters into an arrangement with any other customer providing more favorable prices, terms, warranties or benefits for the same or similar Products and/or Services, Seller shall immediately notify Buyer and Buyer shall automatically receive the more favorable prices, terms, warranties or benefits, to be effective on the date of Seller's arrangement with its other customer. Buyer's obligation to pay Seller for Products and/or Services ordered herein is contingent upon Seller's delivery of conforming Products and satisfactory performance of Services. In no event shall Buyer be obligated to pay interest or penalties on any amount due. Payment for invoices properly rendered shall be made in U.S. dollars and is due in accordance with the terms set forth on the face of The Purchase Order. Buyer shall also be entitled to any prepayment discounts made available to Seller's other customers. Payment does not constitute acceptance of the Products and/or Services and shall not waive or prejudice any claims Buyer may have against Seller regarding the same.



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3. **INVOICING:** Seller shall issue invoices upon shipment of Products and completion of Services. Invoices shall include the following information: (i) Seller's name and address; (ii) Buyer's Purchase Order Number, if applicable; (iii) Invoice Number; (iv) Invoice Date; (v) Location of Services performed or Products delivered; (vi) Due Date (per terms of The Purchase Order); (vii) Remit-To address (only one per Seller), and (viii) Total Invoice Cost (in US dollars). Unless otherwise stated in writing, invoices should be sent to: Mace Personal Defense & Security, Inc., 4400 Carnegie Avenue, Ohio 44103, ATTENTION: Accounts Payable Department. Buyer shall not release any of Seller's account or payment information to third parties, without Seller's written consent.

4. **DELIVERY.** Time is of the essence to The Purchase Order, and Seller's failure to meet any delivery date shall be a material breach. Deliveries of Products or Services ordered herein must be made both in the quantities and at the times specified on The Purchase Order. If Seller fails to deliver the correct quantity or meet the stated delivery date(s), Buyer shall have the right, at no charge, to: (i) cancel The Purchase Order; (ii) refuse delivery; and/or (iii) collect liquidated damages for such nonperformance or delay in the amount of one half of one percent (.5%) of the value of the Purchase Order per day of nonperformance or delay. Payment of liquidated damages does not relieve Seller from performance of its obligations hereunder. Seller shall package Products for shipment in a safe and secure manner so the Products do not incur or cause damage during transport or while being stored for future use.

5. **ACCEPTANCE.** Products and/or Services are subject to Buyer's inspection and written acceptance. If any Products or Services are found at any time prior to such acceptance to be defective in design, material or workmanship, or otherwise not in conformance with The Purchase Order, Buyer in addition to any other rights which it may have under warranties or otherwise, has the right to reject and return such Products and/or Services at Seller's sole expense and risk of loss and either i) receive a full credit/refund for amounts paid by Buyer; or ii) have Seller correct such defective Services free of charge and withhold additional/final payments until such Services are properly completed. Rejected Products shall not be replaced without Buyer's prior written authorization.

6. **TITLE; RISK OF LOSS.** Payment for Products and/or Services shall not affect passage of title. Seller's delivery obligation shall not be deemed complete, and title shall not pass to Buyer, until Buyer has inspected and accepted the Products and/or Services in writing. Notwithstanding any agreement by Mace to pay freight or other transportation charges, the risk of loss or damage to Products in transit shall be borne by Seller.

7. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The warranties in these terms and conditions of The Purchase Order are in addition to all warranties implied by law. (i) Products: Seller represents and warrants to Buyer that all Products sold by Seller herein shall: (a) be new, and not used or refurbished; (b) be merchantable, free from defects in design, material and workmanship; (c) be suitable for the purposes intended, whether express or implied; (d) conform to Buyer's specifications; (e) neither infringe or otherwise violate any other party's intellectual property, or proprietary or intangible rights; and (f) conform to Seller's instructions, drawings, data, samples, and other descriptions furnished to Buyer (including but not limited to Seller's marketing materials and sales presentations) as such items induced Buyer to purchase Seller's Products. In addition to the foregoing, Seller represents and warrants that it has good and warrantable title to the Products sold herein. (ii) Services: Seller represents and warrants to Buyer that all Services performed by Seller herein shall be: (a) performed and completed in a professional, workmanlike manner with



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the degree of skill and care required by the highest industry standards; (b) conform to Buyer's specifications; and (c) conform to Seller's instructions, drawings, data, samples, and other descriptions furnished to Buyer (including but not limited to Seller's marketing materials and sales presentations) as such items induced Buyer to purchase Seller's Services. (iii) **Remedies**: If the representations are inaccurate in any material respect or Seller fails to satisfy any of the warranties, as set forth in these terms and conditions or otherwise in any applicable contract, in addition to any other rights Buyer may have at law or equity, Buyer reserves the right, at its sole option and discretion, to: (a) return for full credit all or any part of the Products provided and Seller shall have no right thereafter to cure such defects; (b) repair any defects and debit from the Seller any expenses involved when, in Buyer's sole judgment, the cost of making such repairs would be less than the cost of replacement by Seller or cancellation of The Purchase Order; and/or (c) require Seller to reperform the Services free of charge, or to withhold payment therefore until such Services are properly completed. All costs and expenses incurred by Buyer in exercising its remedies shall be charged to and borne by Seller. Repaired or replacement Products will be shipped to Buyer, F.O.B. destination, freight prepaid. Risk of loss during shipment shall be Seller's responsibility. If Buyer returns defective Products and/or Services as authorized herein, Buyer may also cancel any unshipped or unperformed portions of The Purchase Order with no liability whatsoever.

8. **CHANGES; CANCELLATION**. All changes and cancellations of The Purchase Order must be in writing and approved by both parties, unless otherwise provided for in these terms and conditions. If a requested change affects delivery or price, Seller shall notify Buyer in writing prior to incurring any additional cost and/or expense for which Buyer may be invoiced. Buyer has no liability for any additional costs unless approved in writing by an Authorized Officer.

9. **TERMINATION**. Buyer may terminate all or part of The Purchase Order in writing, at any time, with or without cause. Termination with cause shall mean Seller: (i) breaches or fails to perform any of its obligations; (ii) becomes insolvent or proceedings are instituted by or against Seller under any provisions of any federal or state bankruptcy or insolvency laws; or (iii) ceases its operations. If The Purchase Order is terminated with cause, Seller shall be liable for all direct and indirect damages incurred by Buyer, including the cost of procurement. If The Purchase Order is terminated without cause, Buyer's sole and exclusive liability to Seller is to pay for the Products and/or Services the parties mutually agree can be (and actually are) delivered in satisfactory condition and in compliance with these terms and conditions on or before the effective date of termination. Seller shall also refund any progress payment(s) made by Buyer prior to the date of termination.

10. **INDEMNIFICATION**. Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all loss, damage, liability, cost and/or expense whatsoever including reasonable legal fees and expenses, direct, special, incidental and consequential damages arising out of or relating to The Purchase Order to the extent arising out of the negligence or intentional misconduct of Seller, or its employees, agents, representatives or subcontractors or as a result of a breach of any of these terms and conditions.

11. **INTELLECTUAL PROPERTY**. (i) **Ownership**. Seller acknowledges and agrees that any Deliverables (defined below) that result from the performance of Services hereunder by Seller shall constitute a work for hire, making Buyer the sole and exclusive owner thereof. "Deliverables" shall include but not be limited to the following: computer



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programs (source code and object code), tools, specifications, training materials, documentation (both program and user), test results, reports, plans, solutions, drawings, designs, prototypes, samples, concepts or ideas, as well as all materials incorporated therein, and any and all other technical data arising out of or relating to the Deliverables developed by Seller in connection with and during The Purchase Order or as a result of information supplied to Seller, directly or indirectly by Buyer, as well as any proprietary rights therein. Seller hereby agrees to irrevocably assign and transfer to Buyer all of its worldwide right, title and interest in and to the Deliverables including all associated intellectual property rights. Buyer's ownership rights in the Deliverables shall include, but not be limited to, any and all copyrights, patent rights, trade secrets or other proprietary rights therein, as well as the right to modify, use and/or license said Deliverables in Buyer's sole discretion. Seller shall provide Buyer any assistance required to perfect such rights. Notwithstanding the foregoing, standard Products manufactured by Seller and sold to Buyer that were not designed, customized or modified for Buyer are not considered works for hire. (ii) **Infringement.** Seller represents and warrants that the Products and Services sold herein do not infringe on any third party's patents, copyrights, trade secrets, or other intellectual property rights. Seller shall, at its own expense, settle or defend any claim, suit or action which may be brought against Buyer for misuse or infringement of patents, copyrights, trademarks, trade names, trade secrets, other intellectual property rights or unfair competition arising out of or resulting from the sale and/or use of any Products or Services provided by Seller under The Purchase Order, provided that Buyer notifies Seller of any such claim, suit or action known to Buyer, and affords Seller sole control of such settlement or defense, but only to the extent Seller settles or resolves the dispute by payment of monetary damages. Buyer's prior written consent is required for any settlement or resolution whose terms involve injunctive or other equitable relief. Seller will indemnify and hold Buyer harmless from and against any and all loss, damage, liability cost and/or expense (including reasonable attorney's fees) whatsoever including direct, special, incidental and consequential damages that it or its customers may incur by reason of any such claim, suit or action. Buyer agrees to provide Seller with reasonable assistance regarding such claim, suit or action at Seller's expense. Moreover, if such claim has occurred, or in Buyer's opinion is likely to occur, Seller agrees to permit Buyer, at its option and expense, either to procure for Seller the right to continue using the Product or Service or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Product or Service is enjoined by a court and Buyer determines that none of these alternatives is reasonably available, Buyer, at its risk and expense, will take back the Product and provide Seller a refund. In the case of Services and Work Product, Buyer shall refund to Seller the entire amount Seller paid to Buyer for the Services and Work Product. For all other Products, Buyer shall refund to Seller its depreciated value. Depreciated value shall be calculated on the basis of a useful life of four (4) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by Seller shall be refunded by Buyer.

12. **CONFIDENTIALITY.** Buyer may disclose confidential information to Seller during performance of The Purchase Order. "Confidential Information" shall mean confidential or other proprietary information including without limitation, trade secrets, technical information, algorithms, code, data, designs, documentation, drawings, formulae, hardware, know-how, ideas, inventions, photographs, plans, procedures, processes, reports, research, samples, software, specifications, business information, customer and distributor names, marketing information, operations, plans, products, financial information, pricing, and other confidential information that is disclosed by Buyer to Seller



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under The Purchase Order. Confidential Information shall not include information which: (a) is or becomes a part of the public domain without any involvement of Seller; (b) is received by Seller from a third party that does not have a duty of confidentiality to Buyer; (c) is independently developed by Seller without use of or reference to the Confidential Information, as evidenced in writing; (d) is already in the possession of Seller prior to the disclosure of the Confidential Information by Buyer, as evidenced in writing; or (e) is disclosed by Seller with the prior written approval of Buyer. Contractor agrees that, as a condition to the receipt of Confidential Information hereunder, Contractor shall: (i) not disclose, directly or indirectly, to any third party any portion of the Confidential Information unless the third party has entered into a written confidentiality agreement with the Contractor that is at least as restrictive as the terms and conditions contained herein and such third party disclosure is solely in furtherance of performing this Order; (ii) not use, copy or exploit the Confidential Information except for the purpose of performing this Order; (iii) promptly return or destroy, at Buyer's request, all materials and documentation comprising, containing or developed from the Confidential Information received hereunder; (iv) take all reasonably necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as Contractor would with its own confidential information; (v) reveal and communicate Confidential Information only to employees of Contractor who need to know the Confidential Information and only to the extent necessary for performing this Order; (vi) inform all employees of Contractor to whom Confidential Information may be disclosed or made available of the proprietary interest of Buyer therein and of the obligations of Contractor with respect thereto; (vii) prohibit the employees of Contractor from copying, utilizing or otherwise revealing the Confidential Information other than for the purpose of performing this Order; (viii) promptly advise Buyer in writing upon learning of any unauthorized use or disclosure of the Confidential Information, and (ix) not ask for, accept, seek, review, use or disclose any Confidential Information of other vendors or third parties located on Buyer premises. Seller shall be responsible for all authorized and unauthorized uses or disclosures of Confidential Information by its employees, agents or employees of its affiliated or subsidiary companies. Seller shall be responsible for all authorized and unauthorized uses or disclosures of Confidential Information by its employees, agents or employees of its affiliated or subsidiary companies. This obligation of confidentiality and non-disclosure continues until Buyer decides that such information is no longer Confidential Information. Seller shall not be in violation of this clause if the Confidential Information is disclosed to a duly empowered governmental agency or court of competent jurisdiction to the extent such disclosure is required by law, regulation or court order, and Seller notifies Buyer immediately so as to permit Buyer to contest the disclosure and/or seek appropriate protective relief. This Clause shall survive the termination of any other agreement between Buyer and Seller. Buyer retains all right, title and interest in and to its Confidential Information. BUYER MAKES NO WARRANTIES REGARDING ITS CONFIDENTIAL INFORMATION AND THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". BUYER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ITS CONFIDENTIAL INFORMATION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Seller recognizes that breach of this clause may cause Buyer irreparable harm and that monetary damages would not provide an adequate remedy. Therefore, Buyer is entitled to seek injunctive or other equitable relief for any such breach without proof of monetary damages. Seller agrees not to use "Mace" or "Mace Brand" or any other trade name of Buyer directly or indirectly for advertising or publicity purposes without, in each case, obtaining the prior written consent of an Authorized Officer of Buyer. Finally,



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Seller shall not disclose to Buyer, nor use in the performance of The Purchase Order, any confidential information obtained from any third party in violation of any agreement entered into by Seller.

13. **COMPLIANCE WITH LAWS AND BUYER POLICIES.** Seller represents and warrants that it shall comply with all federal, state, and local laws, rules, regulations, and orders that apply to the Products and/or Services purchased herein, including but not limited to the: Environmental Protection Agency Laws (including the Resource Conservation and Recovery Act), Occupational Safety and Health Act, as amended (“OSHA”); Toxic Substances Control Act, as amended (“TSCA”); and the Fair Labor Standards Act, as amended (“FLSA”). Contractor represents and warrants that its Services when delivery at Buyer’s facility and its Products, when shipped, are designed and manufactured to meet then current federal and state safety and health regulations. Seller shall also comply with all applicable U.S. export laws and regulations and shall not export or re-export any technical data or Products in contravention of U.S. law. Seller agrees to comply with Buyer’s Code of Business Conduct and Ethics, Buyer’s Environmental Management System (where applicable) and Buyer’s other policies and practices, including but not limited to its substance abuse policy which requires substance abuse testing for all personnel who work on Buyer premises – in accordance with Buyer’s standards. Seller bears full responsibility for compliance with Buyer policies in all respects, including implementation, monitoring and cost. Buyer’s policies are available in writing and are hereby incorporated by this reference.

14. **BUYER’S PROPERTY.** All property of every description furnished to Seller by Buyer shall be and remain the personal property of Buyer. Such property shall be safely stored separate and apart from Seller’s property. Seller shall use Buyer’s property only as required to perform The Purchase Order. While in Seller’s custody or control, such property shall be: (i) held at Seller’s sole risk of loss and expense; (ii) insured by Seller in an amount equal to the replacement cost with loss payable to Buyer; and (iii) returned to Buyer, upon Buyer’s request, in the same condition as originally received, reasonable wear and tear excepted.

15. **WORK ON PREMISES.** If Seller performs any work on Buyer’s premises: (i) Seller shall take all reasonable and necessary precautions to prevent injury to persons or property during such work and to prevent creation of any lien or other claim against any real or personal property of Buyer or its customers. (ii) Except to the extent that any such injury is due solely and directly to Buyer’s negligence, as the case may be, Seller shall indemnify, defend and hold Buyer harmless, against all loss which may result in any way from any act or omission of Seller, its agents, employees, subcontractors or suppliers. (iii) Seller shall maintain the insurance requirements set forth herein to protect Buyer and its customers from such risks and any claims filed by such agents, employees, subcontractors or suppliers under applicable Worker’s Compensation and Occupational Disease Acts. (iv) See additional Confidentiality obligation set forth in Paragraph 12. (v) See Compliance with Laws and Buyer Policies obligation set forth in Paragraph 13. (vi) See Independent Contractor status set forth in Paragraph 23.

16. **ASSIGNMENT.** Seller may not assign any rights or duties under The Purchase Order without Buyer’s express written consent, which shall not be unreasonably withheld. Any assignment in violation of the foregoing is void and not binding on Buyer. Assignment, even if permitted, shall not release Seller from the terms of The Purchase Order. Any assignee, agent, representative or subcontractor of Seller is hereby bound by the terms of The Purchase Order.



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17. **INSURANCE.** Seller shall obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below: (i) Workers Compensation (or the equivalent) complying with the law of the state of operation; (ii) Employer's Liability insurance with limits of \$1,000,000 for each accident; (iii) Commercial General Liability insurance covering liability for injury, including death of persons, or damage to or loss of property, including without limitation, such liability as may arise from the use of independent companies or contractual liability assumed under The Purchase Order. Said CGL policy will include the following limits and be written on an occurrence form basis: (a) General Aggregate Limit - \$2,000,000; (b) Products Completed Operations Aggregate Limit - \$2,000,000; (c) Personal & Advertising Limit - \$1,000,000; (d) Each Occurrence Limit - \$1,000,000; (e) Fire Damage Limit - \$1,000,000; (f) Medical Expense Limit - \$5,000; and (iv) Automobile liability insurance with combined single limits of \$1,000,000 or all of the following: \$1,000,000 Bodily Injury per person, plus \$1,000,000 Bodily Injury per accident plus \$500,000 Property Damage; (v) Professional Liability Insurance in an amount of not less than \$1,000,000 per occurrence; and (vi) Fidelity bond including coverage for employee dishonesty in an amount of not less than \$1,000,000 per occurrence. Seller shall provide Buyer certificates of insurance issued by a carrier rated not less than B+, V by A.M. Best & Co. to Buyer to evidence such coverages. Seller's certificates of insurance for the foregoing shall: (a) be issued in favor of Mace Security International, Inc.; (b) be an original document; (c) list all Seller's subsidiaries and DBA's covered by such certificate; (d) provide at least 30 days notice of cancellation or termination; (e) show the complete insurance carrier names as listed in the A.M. Best Property & Casualty Guide; (f) be completed in its entirety and signed (binders are not acceptable); and (g) contain the following additional named insured language: "Mace Security International, Inc. and its subsidiaries included as an additional named insured as their interests may appear." If Seller fails to comply with this provision, Buyer may, at its sole option and discretion, suspend The Purchase Order until there is full compliance or terminate The Purchase Order. Buyer may waive of one or more of the above requirements at its sole discretion, depending on the nature of the Products and/or Services purchased herein. Any such waiver must be in writing and approved by an Authorized Officer.

18. **FINANCIAL ASSURANCE.** Buyer's duties herein are expressly conditioned upon the continuance of Seller's solvency and ability to perform within the delivery schedule. If Seller's financial condition is found to be or becomes unsatisfactory to Buyer, or if Seller's ability to perform becomes doubtful, Buyer may demand adequate assurance of performance. If assurance is not provided and deemed adequate to Buyer's satisfaction in five (5) days, Buyer may terminate The Purchase Order and all other contracts with Seller, with no liability to Buyer for such action.

19. **TAXES/DUTY/ETC.** Seller shall provide all taxpayer information necessary for Buyer to comply with Internal Revenue Service ("IRS") reporting requirements. If Seller fails to provide this information, or provides inaccurate information, Buyer may have to withhold all applicable taxes from payments due Seller as dictated by IRS regulations regarding backup withholding. Seller shall assist Buyer in the event of a government audit. The Indemnification clause of These Terms & Conditions shall expressly apply if Seller provides inaccurate taxpayer information to Buyer and the IRS imposes a fine against Buyer as a result of such inaccurate information. Seller is responsible for taxes and duty charges of whatever type (no matter how named), including, but not limited to import/export, vat, excise, transfer, etc.

20. **SET-OFF; REFUNDS.** Any credits owed to Buyer from Seller may be applied against amounts owed from Buyer to Seller under The Purchase Order or any transaction between the parties. Seller shall be solely responsible for all



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claims of any nature regarding non-payment for services, labor and materials furnished or contracted for by Seller in performance of The Purchase Order, including liens which may be levied against Buyer. Before final payment, or at any time upon Buyer's request, Seller shall furnish Buyer with a lawful affidavit setting forth the names and amounts due to all persons furnishing services, labor, or materials to Seller. Buyer retains the right to pay such lienholders or creditors of Seller directly and deduct amounts paid from payments due to Seller. Upon written notice, Seller shall immediately refund any amount due Buyer under The Purchase Order or for any other reason.

21. **CHOICE OF LAW.** The Purchase Order shall be governed by, construed and enforced in accordance with the laws of the State of Ohio, excluding its conflict of law provisions. The UN Convention on Contracts for the International Sale of Goods shall not apply and is specifically and wholly excluded. The parties shall exercise any right or remedy herein in the Courts of Cuyahoga County, Ohio or in the United States District Court, Northern District of Ohio. Seller consents to the exercise of jurisdiction and venue in these courts.

22. **LIMITATION OF LIABILITY.** BUYER SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF THE ACTS OR OMISSIONS OF SELLER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL BUYER'S LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE COST OF THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

23. **MISCELLANEOUS:** (i) All rights and remedies granted to Buyer herein shall be cumulative and additional to any other rights or remedies provided by law or equity. (ii) Any provisions of The Purchase Order that are typewritten or handwritten by Buyer shall supersede any contrary or inconsistent printed provisions. (iii) If a court of competent jurisdiction declares any provision of The Purchase Order invalid, such decision shall not affect the validity of any remaining provisions. (iv) The terms set forth herein shall apply to additional quantities of Products and/or Services ordered by Buyer, except to the extent covered by a new purchase order. (v) No delay or failure by either party to exercise or enforce at any time any right or provision in The Purchase Order shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision herein. Waivers must be in writing. No single waiver shall constitute a continuing or subsequent waiver. (vi) The Purchase Order constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties. (vii) Seller is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Seller nor its employees, agents, representatives or subcontractors are agents or employees of Buyer, and therefore are not entitled to any employee benefits of Buyer. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide (and retain full risk of loss for) its own supplies and equipment. (viii) Seller's performance of The Purchase Order is not prohibited by and/or does not conflict



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with any other agreement or restriction by which Seller is bound. (ix) All transactions executed pursuant to the authority of this Agreement shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms and conditions contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. (x) In the case of a recall of the Products, whether by Mace due to quality concerns or otherwise or by order, or a subsequent determination by Mace that the product is of poor quality or defective, Seller shall be liable for a full refund or credit for the Products, as well as additional costs incurred by Mace to refund customer purchases and/or recall the Products, including handling, repackaging, commissions, insurance, along with all actual and consequential damages to Mace including any damage to Mace's reputation and brand. (xi) Neither party shall be liable to the other party for any delay in performance or failure to perform hereunder due to unforeseen interruptive circumstances or causes beyond its control, including without limitation lockout, strike, fire, flood, earthquake, explosion, war, riot, embargo, labor dispute, law, regulation, government requirements, acts of God or the public enemy, or any similar act or event which is reasonably beyond such party's control.