

**GENERAL TERMS and CONDITIONS**  
**for**  
**DOLLAR TREE STORES, INC.**

**TERM OF AGREEMENT.** This Agreement shall be effective as of the Effective Date and shall continue in effect until (Contract end date). (“Initial Term”). Dollar Tree shall have the right to renew this Agreement (“Renewal Term”) by giving Supplier at least thirty (30) days written notice prior to the end of the Initial Term. No less than sixty (60) days prior to the date of expiration of the Initial Term Supplier shall notify Dollar Tree in writing whether Supplier proposes to revise the Product List price(s) under this Agreement in the event of a Renewal Term. . If the Supplier wishes to revise Product List and Prices, and the parties fail to agree on any revised Product List price(s) within thirty (30) days prior to the end of the Initial Term then this Agreement shall terminate at the end of the initial term . Dollar Tree shall not provide notice of renewal if the Parties fail to agree on any revised Product List price(s) within thirty (30) days prior to the end of the Initial Term. Any renewal after the Renewal Term will be upon mutual written agreement of the Parties. The Initial Term, the Renewal Term (if any), and any subsequent renewal shall be collectively referred to herein as the “Term.”

**MARKET RIGHTS.** Dollar Tree shall not be under any obligation, expressed or implied, to purchase any Product (whether or not described on the Product List), services or any other products from Supplier. It is, therefore, understood that Dollar Tree may contract with other manufacturers and suppliers for the procurement of comparable products. Supplier agrees that purchases by Dollar Tree under this Agreement shall neither restrict the right of Dollar Tree to cease purchasing nor require Dollar Tree to continue any level of such purchases from Supplier.

**ACCOUNT REPRESENTATIVE.** Supplier will assign a representative of Supplier (“Primary Representative”) as a designated point of contact that will be available at all times to manage the account. This representative must be approved by Dollar Tree and must be fully trained and experienced in project management, with skills specific to the Product. Supplier’s account representative must have a qualified backup (“Secondary Representative”), also fully trained on the Dollar Tree account, to assume responsibility when the Primary Representative is not available. The account representatives shall be responsible to, among other things: (i) respond to shipping and invoice inquiries by Dollar Tree; (ii) ensure that Supplier responds within four (4) hours of any service inquiry initiated by Dollar Tree (including without limitation return authorizations); (iii) notify Dollar Tree of Product upgrades, model changes, and price reductions by submittal of proposed revisions to the Product List for approval by Dollar Tree; and (iv) attend meetings as reasonably scheduled by Dollar Tree . Supplier may, during the Term of this Agreement, change Primary and/or Secondary Account Representatives by providing Dollar Tree at least thirty (30) days written notice. As of the Effective Date of this Agreement, Supplier has designated the following as the Primary and Secondary Representatives for Dollar Tree’s account.

**PURCHASE PRICE:** Dollar Tree’s unit purchase price for the product shall not change during the Initial Term. Supplier may revise its list prices for the Product for the Renewal Term and any subsequent renewal; provided, however, that Supplier agrees to give Dollar Tree sixty (60) days prior written notice of such list price changes. Supplier represents and

warrants that its prices for Product do not and will not violate any federal, state or local law or regulation relative to price discrimination, price-fixing, or price stabilization. All prices shall be in US dollars.

TAXES: Dollar Tree shall pay Supplier only for applicable state and local sales and use tax payments with respect to transactions under this Agreement unless Dollar Tree advises Supplier that an exemption applies with respect to state and local sales and use taxes, as applicable. Taxes payable by Dollar Tree shall be billed as separate items on Supplier's invoices and shall not be included in Supplier's prices. At Dollar Tree's expense and subject to Dollar Tree's direction and control, Dollar Tree shall have the right to have Supplier contest any such taxes that Dollar Tree deems improperly levied.

PRODUCT DOCUMENTATION. Supplier will provide to Dollar Tree written user manuals and other technical reference manuals relating to the Product as reasonably requested by Dollar Tree (collectively, the "Product Documentation"). To the extent required by Dollar Tree, Supplier will make available one (1) copy of any applicable Material Safety Data Sheets ("MSDS"), as referenced under the U.S Department of Labor Occupational Safety & Health Administration Communication Standard, 29 C.F.R. 1910.1200, as part of the Product Documentation. The Product Documentation may be reproduced, reformatted, modified and distributed by Dollar Tree, subject to Supplier's prior review and written approval.

PACKAGING: Product shall be duly packaged and marked in accordance with industry standards; and all requirements under applicable laws and government regulations including, but not limited to any such laws and regulations relating to safety, health and the environment. The supplier will package the product with appropriate protective material to guarantee safe arrival and any risk, loss or damage to the Product shall be the Supplier responsibility until the Product has been installed in the Dollar Tree store location to the extent authorized by Dollar Tree. The packing list must also indicate any backordered items with expected ship date. Each package shall be marked with Dollar Tree's Purchase Order number, stock number, and shipping marks as indicated in the applicable Purchase Order. Supplier must segregate items of identical description and stock number and properly identify them with Dollar Trees Purchase Order number. The manufacturer will honor freight claims up to 10 working days for concealed damage.

FAILURE TO DELIVER ON TIME: In the event that Supplier fails to deliver the Product on the required delivery date as provided in the relevant Purchase Order, Dollar Tree shall have liability or obligation, to: (i) cancel such Product order, or (ii) extend such delivery date to a later date, subject, however, to the right to cancel as in (i) above if delivery is not made or performance is not completed on or before such extended delivery date. If Dollar Tree elects to extend such delivery date, Supplier shall be responsible to pay for any difference between the cost to ship normal transportation and the cost to ship premium overnight.

TITLE: Supplier warrants that, upon delivery, installation and acceptance of the Product by Dollar Tree, title will pass to Dollar Tree free and clear of all liens, claims, security interests, or encumbrances and that no Product purchased hereunder shall be subject to any agreement under which any interest therein or encumbrance thereon is retained by any third party.

**RESCHEDULE:** Dollar Tree shall have the right to reschedule shipment with 48 hours written notice to Supplier prior to shipment of some or all of the quantity of Product under a Purchase Order.

**VARIATION IN QUANTITY:** Dollar Tree assumes no liability for Product processed or shipped in excess of the amount specified in the Purchase Order issues pursuant to this agreement.

**ERRORS:** Any products purchased in error by Dollar Tree may be returned at Dollar Trees cost for credit within thirty (30) days and will be accepted by Supplier.

**QUALITY:** Commitment to quality is a primary requirement of this Agreement. Supplier agrees to ensure continued quality improvement in the Product covered under this Agreement. Supplier is responsible to test the Product after production. Further, upon Dollar Tree's reasonable advance written request and at Dollar Tree's cost, Supplier agrees to allow Dollar Tree or Dollar Tree's agent to conduct on-site reviews at the Supplier's manufacturing facility. Supplier agrees to provide Dollar Tree mutually acceptable quality data from time to time as the Parties deem appropriate. Supplier also agrees to develop corrective action plans for any quality system deficiencies that may be detected during these periodic on-site reviews, and submit these to Dollar Tree within thirty (30) days after receiving written notice of the deficiency from Dollar Tree. Further, Supplier agrees to implement any corrective action plan within three (3) months after agreement upon a corrective action plan, unless otherwise agreed by the Parties.

**EPIDEMIC FAILURES:** If the Product delivered does not meet or exceed reasonable reliability requirements, including without limitation out-of-box failures, Supplier shall identify the cause and replace the defective part with conforming product in accordance with the provisions in paragraph titled REPLACEMENT. The existence of any such epidemic failure shall be established from Dollar Tree's service records for the Product and by showing that the average failure rate for the specified period of the monitored Product is not in conformance with reasonable reliability requirements.

**WARRANTY:** In addition to Suppliers obligations contained in (Warranty) , Supplier warrants to Dollar Tree that all Product provided by Supplier will be merchantable, free from material defects in design, material and workmanship, and will conform to and perform in accordance with the manufacturer specifications, during the period of use.

**REPLACEMENT:** If any Product fails to meet the warranty or is subject to an epidemic failure such Product will be returned to Supplier for replacement during warranty period. The cost of freight and handling to replace the Product under warranty will be at the expense of Supplier.

**INDEMNITY:** Supplier agrees to indemnify, defend and hold harmless Dollar Tree and its affiliates and subsidiaries, and their respective directors, officers, employees, agents, principals, representatives, successors and assigns from and against any losses, expenses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees) that arise directly out of or result from (i) the use and/or failure of the Product, including without limitation, liability based upon death or injury to any person or damage to property resulting or alleged to result or arise from or out of the use and/or failure of the Products; (ii)

Supplier's negligence or willful misconduct in performance of its obligations under this Agreement; (iii) Supplier's violation of any of the laws of any governmental entity with respect to the Products; or (iv) any and all third party claims that the Product infringes any Foreign or U.S. patent, copyright, trademark or misappropriates any trade secret right.

**INSURANCE TO BE CARRIED:** During the Term of this Agreement, Supplier shall maintain a primary policy of (a) occurrence-based commercial general liability insurance, covering liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury and liability assumed under an insured contract, with limits of at least \$5,000,000 per occurrence, and \$10,000,000 aggregate; (b) Workers Compensation of at least \$500,000 or such greater amount as is required by law for the state(s) in which the work is performed; (c) Auto Liability Coverage of at least \$5,000,000; (d) Employer's Liability of at least \$1,000,000 each accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease; (e) Primary Commercial Blanket Bond of at least \$200,000 each employee; (f) Umbrella Liability of at least \$10,000,000 per occurrence and \$10,000,000 aggregate; (g) Professional Liability/Errors and Omissions Coverage including coverage for Copyright, Trademark, Privacy and associated Intellectual Property Risk of at least \$2,000,000 per occurrence; (h) Pollution Liability of at least \$2,000,000 per occurrence; and, (i) Privacy and Network Liability of at least \$10,000,000 per claim, and \$10,000,000 aggregate, including \$1,000,000 Data Breach Fund and \$5,000,000 Regulatory Proceeding. Such policy shall name Dollar Tree Stores, Inc., its parents, subsidiaries and affiliates (direct and indirect) as additional insured and shall be underwritten by an insurance carrier authorized to do business in the United States and having a rating of "A-" or better by A.M. Best Company and a Financial Size Category rating of a least Class VII. Products and completed operations coverage shall be maintained not only during the Term of this Agreement but also for at least three (3) years after expiration or termination of this Agreement.

- 1.1. **CERTIFICATE OF INSURANCE:** A certificate of insurance evidencing the required coverage shall be provided to Dollar Tree at the address set forth below prior to the first delivery of Product hereunder, annually thereafter (or on such other periodic basis as is necessary to ensure that Dollar Tree always has evidence that the required insurance is in effect), and upon reasonable request. Each certificate shall name Dollar Tree Sourcing Company, LLC and Dollar Tree Stores, Inc., its parents, subsidiaries and affiliates (direct and indirect) as additional insured. All certificates shall provide for at least thirty (30) days written notice prior to cancellation of any insurance referred to herein. Certificates shall be provided electronically to Dollar Tree at [insurance@dollartree.com](mailto:insurance@dollartree.com) and by copy to:

Dollar Tree Stores, Inc.  
500 Volvo Drive  
Chesapeake, VA 23320  
Attention: Natasha Pendell, Director of Strategic Sourcing and Procurement

Upon award of this event, additional terms and conditions may apply during contract negotiations.