

WHOLESALE CUSTOMER
WELCOME PACKET

NORTH AMERICA – STANDARD RESELLER

STANLEY®

Version 7.6.2 – Updated June 2025

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WHOLESALE CUSTOMER WELCOME PACKET

NORTH AMERICA – STANDARD RESELLER

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WELCOME

Thank you for your interest in establishing a new wholesale account with Stanley!

At Stanley, the Consumer is at the center of everything we do and partnering with new wholesale Customers only opens exciting opportunities to reach both new and existing Consumers through businesses like yours.

We look forward to a long and productive partnership between our businesses, and are committed to ensuring that the Stanley Consumer, the most incredible Consumer in the world, is part of your long-term success.

With thanks,
- The Stanley Team

HOW TO NAVIGATE THIS PACKET

SECTION 1:
This is your legal business information and best ensures that we have your legal entity set up correctly in our system.
All fields noted by an asterisk (*) are required.

SECTION 2:
If you would like to apply for credit, please complete all sections of the Credit App and signature page of Section 2.
Please note: Stanley offers payment terms of **NET 30** for accounts approved for Credit.

SECTION 3:
This section ensures that Stanley can provide you with world-class service. This includes all critical contact information, order submission preferences, and all shipping addresses.

SECTION 4:
If you are purchasing Stanley product for resale within the USA, we will most likely need a Resale Tax Certificate for your state. Please read the instructions on this page carefully and include all applicable certificates.

SECTION 5:
Please review and agree to the Standard Seller Terms & Conditions by signing page 14.

SECTION 6:
While not required to complete, section 6 will help ensure that all items are completed, and we can best evaluate your application for approval. Please review and confirm each box as applicable.

Please note: Stanley **cannot** accept printed and scanned/photos of this application. Each requested field and signature box can be completed without an Adobe license. Scanned copies or photographs of applications will not be processed.

WHOLESALE CUSTOMER WELCOME PACKET

NORTH AMERICA – STANDARD RESELLER

SECTION 1 ACCOUNT APPLICATION

Clear Form

LEGAL BUSINESS NAME*

REGISTERED DBA (if applicable)

EIN or BIN*

TAX EXEMPT*

(Select One)

Please attach a copy of your tax form when returning this packet:
USA: W9
CANADA: W-8BEN-E

STATE OR PROVINCE IN WHICH BUSINESS IS REGISTERED OR INCORPORATED*

(Select One)

DATE BUSINESS INCORPORATED, PARTNERSHIP FORMED, OR SOLE PROPRIATORSHIP STARTED*

LEGAL STRUCTURE*

(Select One)

DUNS NUMBER (if applicable)

OWNERSHIP STATUS*

(Select One)

YEARS IN BUSINESS*

INVOICE CURRENCY*

(Select One)

APPLYING FOR CREDIT OR PREPAY?*

(Select One)

ESTIMATED MONTHLY STANLEY PURCHASES?*

$0

If you are selecting 'PrePay', please proceed directly to section 3. [page 7]

BUSINESS HEADQUARTERS ADDRESS INFO

STREET ADDRESS*

SUITE/UNIT # (if applicable)

CITY*

COUNTY*

STATE/PROV*

(Select One)

POSTAL CODE*

COUNTRY*

(Select One)

PRIMARY OPERATING ADDRESS INFO
(if different from HQ)

STREET ADDRESS

SUITE/UNIT # (if applicable)

CITY

COUNTY

STATE/PROV

(Select One)

POSTAL CODE

COUNTRY

(Select One)

COMPANY PRIMARY WEBSITE*

COMPANY PRIMARY EMAIL ADDRESS*

COMPANY PRIMARY PHONE NUMBER*

WHAT MARQUEE BRANDS DO YOU CURRENTLY OFFER TO YOUR CONSUMERS?*

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SECTION 2 CREDIT APPLICATION (ONLY COMPLETE IF APPLYING FOR CREDIT TERMS)

ESTIMATED MONTHLY STANLEY PURCHASES*

CREDIT LIMIT REQUESTED*

BUSINESS ANNUAL REVENUE*

FINANCIAL INFORMATION

To provide your company with the most appropriate credit line for your monthly Stanley purchases, please answer the following questions and, if applicable, attach the requested documentation, including 2 years of audited financial statements, bankruptcy explanations, and judgements.

AUDITED FINANCIAL STATEMENTS PROVIDED?*

(Select One)

HAVE YOU EVER FILED FOR BANKRUPTCY?*

(Select One)

HAS A JUDGEMENT EVER BEEN FILED AGAINST YOU?*

(Select One)

TRADE REFERENCES

Please provide at least three (3) trade references to support your credit application

	TRADE REFERENCE #1	TRADE REFERENCE #2	TRADE REFERENCE #3
COMPANY NAME*			
CONTACT NAME*			
TITLE*			
PHONE NUMBER*			
EMAIL ADDRESS*			
ACCOUNT NUMBER*			

BANK REFERENCES

Please provide details of your primary business bank to support your credit application

	DETAILS
BANK NAME*	
BANK CONTACT NAME*	
TITLE OF BANK CONTACT*	
PHONE NUMBER*	
EMAIL ADDRESS*	
ACCOUNT NUMBER*	

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SECTION 2 CREDIT APPLICATION SIGNATURE PAGE & CREDIT TERMS & CONDITIONS

CREDIT TERMS & CONDITIONS SIGNATURE

Customer authorizes PMI WW Brands, LLC, doing business as Stanley 1913 (“Stanley 1913”), to: (i) Obtain credit reports, (II) verify bank information and (iii) contact trade references to establish and maintain the requested credit relationship. Customer permits banks, financial institutions, and trade creditors mentioned herein to share information about the Customer's credit and financial status with Stanley 1913, as requested from time to time. Customer confirms that the information provided in this Credit Application is accurate, complete, and not misleading. Customer agrees to the Credit Application Terms and Conditions below. This Credit Application Form must be signed by an owner, officer, or authorized representative of the Customer. Customer further agrees to pay Stanley 1913 according to the terms granted herein. Stanley 1913 reserves the right to ask Customer to resubmit a revised New Account Application Form and/or provide additional information as needed.

HAVING SEEN AND AGREED:

AUTHORIZED SIGNATORY*

PRINTED NAME OF SIGNATORY* **TITLE*** **DATE***

CREDIT TERMS & CONDITIONS

This Credit Application and all orders submitted by Customer to PMI WW Brands, LLC, dba Stanley 1913 (“Stanley 1913”) or its affiliates are subject to these Credit Application Terms & Conditions.

ACCOUNT SETUP

Customers seeking a line of credit are required to submit a signed and completed Stanley 1913’s Credit Application along with current financial statements, list of trade references (minimum of 3), and bank references. If Stanley 1913 products are intended for resale and the applicable order is shipped within the United States, then a signed Resale Certificate is required. A Uniform Sales & Use Tax Exemption/ Resale Certificate – Multijurisdictional Form may be used by Customer other than in the following states which require state-specific certificates: California, Illinois, Indiana, Louisiana, Massachusetts, Mississippi, New York, Pennsylvania, Tennessee, Texas, Virginia, West Virginia, and Wyoming.

Customer agrees and certifies that if any products that are purchased tax free and are subsequently used, sold, or consumed so as to make them subject to state sales or use tax, Customer shall pay the applicable tax directly to the proper taxing authority as required by governing law.

Actual processing of a Credit Application may take up to two (2) weeks from date of receipt. Customer may choose to prepay its initial order until a final credit decision is made by Stanley 1913. Customers that have not ordered within a year will be subject to an updated credit review before new orders can be released. STANLEY 1913 RESERVES THE RIGHT, AT ITS SOLE DISCRETION AND WITHOUT NOTICE, TO CANCEL OR REDUCE AVAILABLE CREDIT. Customer must notify Stanley 1913 in writing of any change in ownership or business name under which credit is established. Stanley 1913 reserves the right to require a personal guaranty or guaranties from the owner(s) of Customer at any time.

PAYMENT

Stanley 1913 prefers payments via electronic transfer (ACH/Wire). We also accept Visa, MasterCard, and checks in certain cases. For credit card payments, customers must contact Stanley 1913’s Customer Service Department, where a Customer Support Specialist will securely process the transaction. If prepaying with a check, Stanley 1913 requires up to five (5) business days for the payment to clear before orders are shipped. NSF checks and stop payments will incur a $50 USD service fee.

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SECTION 2 CREDIT APPLICATION TERMS & CONDITIONS (CONT.)

TERMS

Payment Terms are Net Thirty (30) calendar days from date of invoice unless otherwise agreed upon in writing by Credit department. Customer must be and remain in good credit standing at all times to maintain trade credit terms.

DEFAULT ACCOUNT REMEDIES

In addition to the credit terms set forth in the Credit Application, if at any time Stanley 1913 reasonably determines that the Customer's financial condition does not justify the continuation of any extension of credit, Stanley 1913 may require full or partial payment in advance prior to delivery, declare the total amount owed by the Customer to be immediately due and payable, or suspend or terminate any performance, including cancelling unfulfilled Purchase Orders, with or without notice to the Customer. In the event of default by the Customer, including payment defaults, Stanley 1913 reserves the right to stop all Product shipments, reduce the Customer's credit limit, conduct a credit investigation requiring updated trade and bank reference information, require updated financial statements, require additional security such as purchase money security interests, affiliate guarantees, personal guarantees, or letters of credit, revoke open account terms, require immediate payment of the Customer's account balance in full, put the Customer's account on credit hold, charge interest on delinquent accounts at the rate of 1.5% per month (18% annually) from the due date on the full amount owed, alter its delinquent interest rate to comply with governing law, retain counsel and/or a collection agency for unresolved payment delinquencies, and charge all reasonable attorneys' fees, collection costs, and/or court costs and fees (including in-house counsel costs) to the Customer, payable as incurred.

SECURITY INTEREST

To secure Customer's financial obligations to Stanley 1913 hereunder, Stanley 1913 shall retain a continuing lien and a purchase money security interest in all products purchased by Customer until such financial obligations are satisfied. Customer will execute any documents as may be reasonably requested by Stanley 1913 relating to such lien and security interest, and Stanley 1913 may file UCC financing states in any appropriate jurisdiction and at its discretion to perfect such lien rights.

DEDUCTIONS

Any proposed deductions from payments owed to Stanley 1913 are subject to Stanley 1913's prior written consent. Deduction requests along with supporting documentation must be sent to creditdept@pmi-worldwide.com. All deductions are subject to verification and research. Any deduction proven invalid will be denied. If the invalid deduction has already been taken from payment, Customer must pay such deducted amount within three (3) calendar days of Stanley 1913's notice to Customer. Deduction disputes may affect the processing of new orders.

FECOA COMPLIANCE STATEMENT

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income devices from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th Street and Pennsylvania Avenue, NW, Washington, DC 20580.

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SECTION 3 BUSINESS INFORMATION

BACKORDER PREFERENCE* (Select One)

ORDER SUBMISSION PREFERENCE* (Select One)

PRIMARY CONTACT INFORMATION

Please provide the best information for Stanley to contact you regarding the below business segments

	NAME	TITLE	PHONE	EMAIL
PRIMARY CONTACT*				

Should we use your Primary Contact Info for all Contacts below? (Select One)

	NAME	TITLE	PHONE	EMAIL
DEPARTMENT BUYER*				
ACCOUNTS PAYABLE*				
ORDER CONFIRMATION*				
SHIPMENT CONFIRMATION*				
OWNER OR OFFICER*				

BUSINESS TYPE* (Select One)

NUMBER OF RETAIL DOOR LOCATIONS* 0

WILL YOU SELL STANLEY PRODUCTS ONLINE?* (Select One)

WEBSITES

Please provide a list of all website URL's where Stanley may be sold. (*Note: Stanley tightly monitors usage of it's Intellectual Property. Omission of potential reselling websites can result in unauthorized reseller, copyright, and trademark enforcement claims, leading to possible product, images, or full website removals.)

	URL ADDRESS
WEBSITE 1	
WEBSITE 2	
WEBSITE 3	
WEBSITE 4	
WEBSITE 5	
WEBSITE 6	

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SECTION 3 BUSINESS INFORMATION – SHIPMENT LOCATIONS

SHIPPING LOCATIONS

To provide the best level of service, please provide details for each store or warehouse location where Stanley will ship purchase orders.

	ADDRESS	ADDRESS 2	CITY	STATE	POSTAL CODE	LOADING DOCK?
LOCATION #1*				(Select One		(Select One)
LOCATION #2				(Select One		(Select One)
LOCATION #3				(Select One		(Select One)
LOCATION #4				(Select One		(Select One)
LOCATION #5				(Select One		(Select One)
LOCATION #6				(Select One		(Select One)
LOCATION #7				(Select One		(Select One)
LOCATION #8				(Select One		(Select One)
LOCATION #9				(Select One		(Select One)
LOCATION #10				(Select One		(Select One)

If you have additional shipment locations, please attach a list of all locations you will receive Stanley products to your completed application.

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SECTION 4 RESALE TAX FORMS

RESALE TAX CERTIFICATES
Please attach your Resale Tax Exempt Certificate for each state in which you will resale Stanley products.
You may use the Uniform Sales & Use Tax Exemption - Multijurisdictional Form (available following this link) where applicable, however states requiring state-specific certificates are individually listed below.

We do **not** require a Resale Tax Certificate Form from these states:
Alaska, Delaware, Montana, New Hampshire, and Oregon.

IMPORTANT! PLEASE READ:

Stanley asks that all returned resale certificates, whether State-specific or multijurisdictional, include the following information where applicable:

Seller information: PMI WW Brands, LLC
2401 Elliott Ave, 4th Floor
Seattle, WA 98121

Tangible Goods Description: Drinkware & Soft Goods

Certificates must be signed and dated within the current year that they are submitted to Stanley.

REQUIRED STATE-SPECIFIC RESALE TAX CERTIFICATES

CALIFORNIA

ILLINOIS

INDIANA

LOUISIANA

MARYLAND

MASSACHUSETTS

MICHIGAN

MISSISSIPPI

NEW YORK

PENNSYLVANIA

TENNESEE

TEXAS

VIRGINIA

WASHINGTON D.C.

WEST VIRGINA

WYOMING

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SECTION 5 STANDARD SELLER TERMS & CONDITIONS

1. STANDARD SELLER TERMS & CONDITIONS

These Standard Seller Terms and Conditions shall apply to every sale of Products to Customer. Stanley 1913 hereby rejects any and all additional or different terms and conditions that may be contained in, on, on the back of, or otherwise referenced (such as by reference to a website address or URL) in Customer's Purchase Order or other documents that may be exchanged between the Parties in relation to the sale of Products by Stanley 1913 to Customer.

2. GOVERNING TERMS

These Terms and Conditions (the "Terms and Conditions"), together with the Purchase Order between PMI WW Brands, LLC dba Stanley 1913 1913 or its affiliates (as the case may be, the "Stanley 1913") and Customer, form the agreement for the business transaction contemplated in such Purchase Order.

3. DEFINITIONS

In addition to other terms defined herein, as used in these Terms and Conditions: (a) "Customer" refers to the party who submits a Purchase Order to Stanley 1913; (b) "Purchase Order" means the purchase order, electronic order or any other ordering document submitted by Customer to Seller for the sale and purchase of Stanley 1913's products; and (c) "Products" mean the goods and products to be sold by Seller and purchased by Customer as identified in a Purchase Order.

4. PURCHASE ORDERS

Stanley 1913's commencement of the delivery of Products ordered by Customer and Customer's acceptance of delivery of such Products constitutes a firm contract on the terms stated in Stanley 1913's confirmation and these Terms and Conditions. After confirmation by Seller, Customer's Purchase Orders are not subject to cancellation by Customer except with Stanley 1913's express written consent. If consent is given by Seller, Customer may be subject to restocking fees as set forth in the Credit Application. Without liability to Customer in any form, Seller may cancel a Purchase Order in whole or in part at any time and for any reason prior to delivery of the applicable Products. No modification or waiver of any of these Terms and Conditions will be enforceable without the Stanley 1913's prior written consent.

5. PRICES

Prices do not include, and Customer is responsible for any applicable sales, use, value-added, excise and like taxes and applicable fuel surcharges. As provided in the Credit Application, Seller may, at its option, impose finance, service and/or late charges on any past due invoice in an amount not greater than allowed by law.

6. DELIVERY & RISK OF LOSS

Unless otherwise specified in Stanley 1913's confirmation, all deliveries of Products are FOB Stanley 1913's facility and risk of loss will pass to Customer upon delivery to Customer or its freight carrier, agent, service provider, contractor, and/or representative. Customer shall be solely responsible for all freight and portage costs incurred by Customer in transporting the Products to their final destination. If Customer's preferred carrier account number is not provided to Seller upon Purchase Order submission, freight will be added to the invoice by Seller and shall be payable by Customer.

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SECTION 5 STANDARD SELLER TERMS & CONDITIONS (CONT.)

7. INSPECTIONS

Immediately upon Customer's receipt of Products, Customer shall, at its sole cost and expense, inspect the Products to ensure that it has received all quantities, and the quality ordered. No later than three (3) business days after Customer's receipt of the Products and before the use, disposition, processing, or any other change from the original condition of any part of the Products, Customer shall notify Seller in writing if any Products are found to be deficient, defective, or short and shall furnish such written evidence and other documentation as Stanley 1913 may reasonably request. Customer's failure to give timely, written notice to Stanley 1913 of any deficiency, defect, or shortage within such three (3) business day period shall constitute irrevocable acceptance of the Products. Stanley 1913, at its option, may either inspect the allegedly nonconforming Products at Customer's premises or require Customer, at Stanley 1913's expense, to properly pack and ship such allegedly nonconforming Products to an address specified by Stanley 1913.

8. RETURNS

Returns must be approved by Stanley 1913 in writing and are subject to restocking and transportation fees. All sales are final unless otherwise agreed to by Stanley 1913. If a return is approved, it will require a Return Merchandise Authorization (RMA) number which can be obtained by contacting Stanley 1913's Customer Service Department at 1-800-456-1233 or AccountServices@Stanley1913.com . Any unauthorized returns will be subject to Stanley 1913's then current restocking fee (currently 15%). Requests for an RMA must be made within thirty (30) calendar days from the invoice date. Once issued, an RMA number will be valid for only sixty (60) calendar days. If the applicable Products are not returned within such sixty (60) calendar day period, the return shipment will be refused and refund denied. RMA numbers will not be extended or reissued. Customer is responsible for shipping charges on returned Products and assumes all risk of loss. Any returned Products must be in resalable condition, unopened, and with the sale receipt or invoice included. Product or packaging that arrives damaged will be refused and refund denied by Stanley 1913. Stanley 1913 recommends that all shipments have full insurance coverage.

Custom orders or specialty Products cannot be returned under any circumstances.

9. PURCHASE FROM SELLER OR AUTHORIZED DISTRIBUTORS AND SALES TO END CONSUMERS ONLY

Customer must purchase Products directly from Stanley 1913 or third-party distributors authorized by Stanley 1913 and may only sell the Products to Customer's end consumers within the country or region in which the Customer purchased the Products. Sales by Customer for resale by any third-parties are strictly prohibited.

9.1 Customer's online sales of Products will be made only through a website owned or operated by Customer. Each website shall be considered a separate location. Customer must receive approval from Stanley 1913 for each and every website location on which Customer intends to offer Products for sale. Customer will provide to Stanley 1913 all of its website locations.

9.2 If a Product is removed from Customer's product assortment or will be unavailable for purchase by Customer's customers for a period of more than thirty (30) calendar days for any reason, Customer may not display the Product on Customer's website(s) or otherwise market the availability of such Product at Customer's physical brick and mortar locations.

9.3 Customer's remaining inventory of any Products that are no longer being ordered by Customer from Stanley 1913 or that are being discontinued by Stanley 1913 must be segregated from Customer's in-line full price goods and will be clearly identified by Customer as "DISCONTINUED" or "CLOSE-OUT."

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SECTION 5 STANDARD SELLER TERMS & CONDITIONS (CONT.)

9.4 Customer will have effective systems, policies, and services in place to ensure that the needs of the customers and of Stanley 1913 are met. Specifically, Customer shall: (a) assist its customers with Product warranty issues, either with appropriate information relative to filing a freight claim or providing assistance in the repair or replacement of the warranted Products; (b) instantly confirm online orders with an order number and information on order delivery; (c) provide its customers with multiple ways to contact Customer or any applicable reseller for follow-up on an order, including e-mail, toll free calls, fax, or correspondence; (d) provide a dedicated Internet support team to respond to customer inquiries within twenty four (24) hours of receipt; (e) provide "shop by brand" and brand logo features on all website(s); (f) ensure PCI compliance and adhere to industry best in class e-commerce security and fraud protection for all approved commerce-enabled websites; (g) publish and maintain a publicly accessible privacy policy; and (h) ensure that all of the above comply with applicable, federal, state, and local laws and regulations

10. LIMITED WARRANTIES

10.1 Stanley 1913 warrants that, unless otherwise specified on the Purchase Order, the Products will substantially conform with the Stanley 1913's then current published written specifications and will be free from defects of material and workmanship, when subject to normal, proper and intended usage for a period of ninety (90) calendar days from delivery of the Products to Customer. Stanley 1913 agrees during the warranty period to repair or replace, at Stanley 1913's option, defective Products so as to cause the same to be in substantial conformance with Stanley 1913's then current published written specifications. Such limited warranty shall not apply if: (a) the Products are not stored or handled appropriately; (b) the defect resulted from damages occurring after delivery of the Products to Customer; (c) the defect was not reported to Stanley 1913 in writing within ninety (90) calendar days after delivery; or (d) the defect is caused by Customer, its services providers, representatives, or (if applicable) Customer's customers.

10.2 UNLESS PRECLUDED BY APPLICABLE LAW, THE FOREGOING WARRANTY IS EXCLUSIVE OF AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND SUPERSEDES AND EXCLUDES ANY ORAL OR WRITTEN WARRANTIES OR REPRESENTATIONS, MADE OR IMPLIED IN ANY MANUAL, LITERATURE, ADVERTISING BROCHURE OR OTHER MATERIALS.

11. LIMITATION OF LIABILITIES

UNLESS PRECLUDED BY APPLICABLE LAW, IN NO EVENT SHALL STANLEY 1913 BE LIABLE TO CUSTOMER FOR ANY PUNITIVE, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE, OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY SIMILAR CHARGES OR EXPENSES OF ANY NATURE INCURRED.

12. INDEMNIFICATION

12.1 Stanley 1913 shall defend, indemnify, and hold Customer harmless from and against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees as and when incurred) that Customer may incur or be obligated to pay in connection with claims asserted by third-parties arising directly from the negligence or willful misconduct of Stanley 1913 that causes personal injury, death, or physical property damage. Stanley 1913 shall have the right to choose counsel and shall control the defense and/or compromise of any such indemnified claim.

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SECTION 5 STANDARD SELLER TERMS & CONDITIONS (CONT.)

12.2 Stanley 1913 shall defend any suits brought against Customer based on a claim that the Products provided by Stanley 1913 infringes the intellectual property rights of a third-party; provided that Customer: (a) promptly notifies Stanley 1913 in writing of the filing of such suit or the threat thereof; (b) permits Stanley 1913 to choose counsel and control completely the defense or compromise of such claim of infringement; and (c) provides all reasonable assistance and cooperation requested by Stanley 1913 for the defense of such suit. Notwithstanding the foregoing, Customer agrees that Stanley 1913 shall not be obligated to defend Customer hereunder in the event that: (i) such infringement or alleged infringement arises as a result of Stanley 1913 having followed a design or instruction furnished or given by Customer; (ii) Customer has failed to give Stanley 1913 the earliest possible notice in writing of any claim made or to be made or of any action threatened or brought against Customer; (iii) Customer has sold or transported the Products outside of the country of final destination identified in a Purchase Order or, if no country is identified in a Purchase Order, outside the United States; (iv) Customer has made without Stanley 1913's prior written consent any representation, warranty or admission which is or may be prejudicial to Stanley 1913 in respect of any such claim or action; (v) Customer has failed to follow all trademark usage policies of Stanley 1913 as provided to Customer from time to time; and/or (iv) the Product has been modified in any way without Stanley 1913's prior written authorization.

12.3 Customer shall defend, indemnify, and hold harmless Stanley 1913, its affiliates, and their respective members, shareholders, employees, officers, directors, and agents from and against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees as and when incurred) that Stanley 1913, its affiliates, and their respective members, shareholders, employees, officers, directors and/or agents may incur or be obligated to pay in connection with claims asserted by third-parties arising directly or indirectly from: (a) the negligence or willful misconduct of Customer that causes personal injury, death, or physical property damage; (b) possession, use of, or the inability to use the Products; (c) Customer's modification, transfer, transportation, or disposal of the Products; (d) any infringement or alleged infringement of the intellectual property rights of third-parties arising from Customer's plans, specifications, Customer's trademarks and brand names, or the production of customized Products at the request of Customer; (e) Customer's failure to follow all trademark usage policies of Stanley 1913 as provided to Customer from time to time; and/or (f) Customer's violation or alleged violation of applicable federal, state or local laws.

13. CONFIDENTIALITY

13.1 Definition of Confidential Information

During the course of the business relationship, either party (the "Discloser") may provide the other party (the "Recipient") with non-public, confidential, or proprietary information, including but not limited to product designs, business strategies, pricing, technical specifications, research, development plans, customer and supplier information, marketing materials, and operational data ("Confidential Information"). Confidential Information may be shared in written, electronic, oral, visual, or physical form, including samples, prototypes, or specifications. All summaries, analyses, notes, or derivative works created from Confidential Information shall also be treated as Confidential Information under this Section.

13.2 Obligations of the Recipient

The Recipient agrees to maintain the confidentiality of all Confidential Information and shall not disclose it to any third party without the prior written consent of the Discloser, except to its employees, affiliates, agents, or advisors who have a legitimate need to know and are bound by confidentiality obligations no less restrictive than those set forth herein. The Recipient shall use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care. The Recipient is responsible for ensuring that any permitted recipients comply with these obligations.

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13.3 Exclusions.

The obligations set forth in this Section shall not apply to any information that the Recipient can demonstrate through competent written evidence:

(a) is or becomes publicly available without breach of this Agreement;

(b) was lawfully known to the Recipient without confidentiality obligations at the time of disclosure;

(c) is rightfully received from a third party without breach of any confidentiality obligation; or

(d) is independently developed by the Recipient without reference to or use of the Discloser's Confidential Information.

14. INTELLECTUAL PROPERTY

Each party shall own the intellectual property that it owned or created prior to the effective date of any transaction or relationship contemplated by the parties or a Purchase Order. The parties do not contemplate the creation or development of new intellectual property as a result of the business relationship evidenced hereby. Any use by a party of the other party's intellectual property rights shall be governed by a separate written agreement that is signed by duly authorized representatives of the parties.

15. FORCE MAJEURE

Stanley 1913 shall not be liable for any default or delay in performance if caused directly or indirectly, by acts of God or a public enemy, governmental actions, war, riots, labor unrest, disease, pandemics, acts of terrorism, inability to obtain raw materials, the bankruptcy of any supplier or any other causes beyond Stanley 1913's reasonable control.

16. GOVERNING LAW; FORUM SELECTION, & JURY WAIVER

The validity, performance, construction, and effect of these Terms and Conditions, and all matters arising out of or relating thereto, shall be interpreted in accordance with the laws of the state of Washington, without regard to its conflicts of law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply or govern the Terms and Conditions or performance thereof or any aspect of any dispute arising therefrom. Any action or proceeding between Customer and Stanley 1913 relating to the Terms and Conditions or any Purchase Order shall be commenced and maintained exclusively in the state or federal courts in King County, Washington, U.S.A. (including all appellate courts therefrom), and Customer submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. CUSTOMER AND STANLEY 1913 EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM, OR PROCEEDING RELATING TO OR ARISING OUT OF THESE TERMS AND CONDITIONS.

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SECTION 5 STANDARD SELLER TERMS & CONDITIONS SIGNING PAGE

17. MISCELLANEOUS

Customer's submission of any Purchase Order for Products to Stanley 1913 constitutes confirmation of these Terms and Conditions which, along with Stanley 1913's Credit Application and Promotional Reseller Agreement, if applicable, constitutes the entire agreement between Customer and Stanley 1913 relating to the ordered Products or services. No modifications shall be binding upon the Stanley 1913 unless in writing signed by Stanley 1913's duly authorized representative. Stanley 1913 reserves the right to update, modify, change, and/or replace these Terms and Conditions from time to time. Customer agrees that it shall automatically be bound by any such updates and changes as and when posted by Customer to the web addresses referenced in the Credit Application (or other web addresses that may be maintained by Stanley 1913) and agrees to periodically check such web addresses for updates and changes. Stanley 1913 may, but shall not be required to, provide notice to Customer of any such updates or changes. No modification of these Terms and Conditions will be effected by the acknowledgment or acceptance of other shipping instruction forms or any other document containing terms and conditions at variance with or in addition to these Terms and Conditions, all such varying or additional terms being deemed invalid and rejected by Stanley 1913. No waiver by Stanley 1913 or default by Customer shall be deemed a waiver of any subsequent default. There are no third-party beneficiaries to these Terms and Conditions. The parties hereto acknowledge that they have expressly required that this document and all deeds, documents or notices relating thereto to be drafted in the English language.

STANDARD SELLER TERMS & CONDITIONS SIGNATURE

Customer confirms that the information provided in this account application is accurate, complete, and not misleading. Customer agrees to the Standard Seller Terms and Conditions above. This Account Application Form must be signed by an owner, officer, or authorized representative of the Customer. Stanley 1913 reserves the right to ask Customer to resubmit a revised New Account Application Form and/or provide additional information as needed.

HAVING SEEN AND AGREED:

AUTHORIZED SIGNATORY*

PRINT NAME OF SIGNATORY* **TITLE*** **DATE***

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SECTION 6 FINAL CHECKLIST

PACKET COMPLETION CHECKLIST

Please take one last moment and review the options below and confirm each option that you have completed:

- ☐ **SECTION 1: COMPLETED ALL REQUIRED AND APPLICABLE ACCOUNT APPLICATION FIELDS**
- ☐ **SECTION 1: ATTACHED A SIGNED W9 FORM**
  [PLEASE ENSURE THE BUSINESS NAME ON YOUR W9 OR W-8BEN-E MATCH THE BUSINESS NAME ON THIS APPLICATION AND APPLICAPLE RESALE CERTIFICATES]
- ☐ **SECTION 2: COMPLETED ALL REQUIRED CREDIT APPLICATION FIELDS** (IF APPLICABLE)
- ☐ **SECTION 2: ATTACHED ALL REQUESTED APPLICABLE CREDIT APPLICATION DOCUMENTS** (IF APPLICABLE)
- ☐ **SECTION 2: REVIEWED AND AGREED TO CREDIT APPLICATION TERMS & CONDITIONS** (IF APPLICABLE)
- ☐ **SECTION 3: COMPLETED ALL REQUIRED AND APPLICABLE BUSINESS INFORMATION FIELDS**
- ☐ **SECTION 4: ATTACHED RESALE TAX CERTIFICATES FOR ALL STATES YOU WILL RESELL PRODUCTS** (IF APPLICABLE)
  [PLEASE ENSURE THE BUSINESS NAME ON YOUR RESALE CERTIFICATES MATCH THE BUSINESS NAME ON THIS APPLICATION AND W9 OR W-8BEN-E]
- ☐ **SECTION 5: REVIEWED AND AGREED TO RESELLER TERMS & CONDITIONS**

THANK YOU!

Thank you for submitting your application to become a Stanley wholesale customer!
By completing this packet and providing Stanley with all the requested information, you will help us process your application as quickly as possible, as well as help ensure that we provide you with the highest level of service possible.

Once completed, please save this application as a new pdf and return to the Stanley employee or agent that provided it to you.

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