

BRIGGS & STRATTON CORPORATION
STANDARD CONDITIONS OF PURCHASE

CONTRACT FORMATION

These Conditions apply to everything listed in the Purchase Order and constitute our offer to you. If you provide any items listed in the Purchase Order, you will be deemed to have agreed to these Conditions. If your acknowledgment contains different terms, they will not be part of our contract with you.

After the contract is formed, except for any agreement for which this Purchase Order is an attachment, these Conditions are the complete and exclusive statement of the terms of the contract between us. They may be modified or waived only in writing signed by one of our authorized representatives and by you. No prior proposals, statements, course of dealing or usage of the trade will be part of this contract. These Conditions include compliance with all requirements described in the Briggs & Stratton Supplier Manual, the most recent version of which can be found at <http://www.thepowerportal.com> and which is incorporated by reference in these Conditions.

COMMERCIAL TERMS

Price. Prices are the lowest prices charged by you to buyers of a class similar to us under conditions similar to those specified in the Purchase Order. Prices will be reduced for any items that are on order but unshipped at the time of any future price reduction. Prices cover the net weight of material. No charges of any kind (e.g., charges for packing, boxing, carting or surcharges) will be allowed unless otherwise agreed at the time of purchase.

Warranty. You warrant that the items (1) have been manufactured in compliance with the approved quality system most recently audited by us and conform to our specifications, (2) are free from claims by third parties, (3) are new and conform to samples and (4) will be free from defects in material and workmanship until the later of 24 months after delivery to us or 24 months after delivery to our retail customer. You will reimburse us for the costs of repairing or replacing defective goods.

Quality. Seller will make no change in vendors or any process involved in manufacturing the products which adversely affects the design, specification, quality, availability, or prices of the products without the prior written consent of Buyer. In addition, Seller will qualify any new components or design changes in accordance with the system approved by Buyer.

Transportation. Ship all freight via our designated carriers with the transportation charges collect or third party billing on drop shipments (use Incoterms® 2010). We will not pay any freight charges added to your invoices.

Risk of Loss/Indemnity/Insurance. We assume risk of loss when an item is delivered to a carrier for shipment. You will release rail or truck shipments at the lowest released valuation permitted. You will not declare value on items shipped.

You agree to indemnify, and hold harmless, us and our directors, officers, employees, agents, distributors, dealers and resale customers from and against all claims, losses, penalties, damages (including incidental and consequential damages) and costs, including attorneys fees, arising from (a) bodily injury, personal injury, death or property damage (1) which occurs as a result of any act or omission by you or your agents or contractors while on our premises, except to the extent that we are determined to have been negligent in causing such injury, death or property damage, or (2) is claimed to result directly or indirectly from any item sold to us by you (b) any alleged or actual infringement (direct or indirect) of any patents, trade secrets, trademarks or service marks by reason of the use, sale or lease of any items purchased hereunder, (c) any alleged or actual defects in the items, whether latent or patent, and whether of design, warning or manufacture, (d) any breach by you of any of the warranties contained herein or otherwise made by you, or your failure to timely deliver the items purchased hereunder, or (e) any alleged or actual failure of the items to include necessary safety features or otherwise conform to the requirements of any federal, state or local health or safety law, standard regulation or ordinance, when used in a manner and for a purpose that you intended.

You shall purchase and maintain general liability insurance from an independent insurance company with respect to any items or services sold to us and, if we request, provide us a certificate of insurance. The policy shall have coverage limits acceptable to us, name us as an additional insured and include "vendor coverage", and you shall provide us with at least 30 days prior written notice of cancellation of the policy.

Delivery. Time is of the essence for this Purchase Order. You will meet the delivery schedule without making excess material or production commitments. We may return at your expense items delivered early to us.

Inspection. We may inspect items on delivery and reject any items which do not conform to the terms and conditions of this order. We shall be allowed a reasonable period of time to inspect the items and to notify you of any nonconformance with the terms and conditions of this order. Any rejected items may be returned to you at your expense including our charges for unpacking, examining, repacking and reshipping the items to you. Upon our request, you shall reimburse us for the cost of sorting, reworking and other activities related to rejected items.

Title. We take title to items when they reach the destination point stated on the face of the Purchase Order.

Changes. We may change our order. You will notify us promptly if any change affects price or delivery so that we can negotiate an equitable adjustment, and any such change shall be non-binding unless approved in writing by us.

Set-Off. We may set off any amount you or any affiliated company owes us against any amount we owe you under this order.

Termination. We may terminate any part of the Purchase Order for our convenience at any time. If this occurs, your claim against us is limited to reasonable costs that you incurred on account of the terminated order and which you must submit to us in writing within 30 calendar days after you receive notice of termination or they will be deemed waived. Such costs shall not be greater than the purchase price for the cancelled order.

We may terminate any part of the Purchase Order without liability if you default in performing the Purchase Order on these Conditions or if your performance is delayed for a cause beyond your reasonable control. If we terminate because of your default, you will be liable for any costs and damages incurred by us that are fully or in part attributable to your default. A default includes but is not limited to failure to perform within the time period specified in the Purchase Order or your failure to make progress as to endanger performance of the Purchase Order, and in the event of default you do not cure the failure within 10 calendar days or any longer period we authorize in writing after you receive our written notice of default.

GOVERNMENTAL COMPLIANCE

You will comply with all laws and regulations applicable to the Purchase Order when the items are delivered, including without limitation:

Fair Labor Standards Act. You represent, and will certify on all invoices, that the items were produced in compliance with the Fair Labor Standards Act of 1938 as amended.

Use of Workers/Subcontractors. **Unless exempt, you shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** In addition, you shall comply with any other provisions required by the Office of Federal Contract Compliance Programs as set forth in 41 CFR Chapter 60; the clauses relating to small businesses, small disadvantaged businesses and women-owned small businesses in 48 CFR 52.219-9; Executive Order 11141 concerning age discrimination; and any other applicable Executive Orders.

Environmental, Health & Safety. You warrant that each chemical substance listed or contained in an item listed in the Purchase Order complies with applicable federal, state and local environmental, health and safety laws including

without limitation the Toxic Substances Control Act, Occupational Safety and Health Act, and Federal Hazardous Substances Act as amended.

Product Safety. You warrant that the items comply with any applicable sections of the U.S. Consumer Product Safety Act as amended. You will immediately notify us by telephone (followed by written confirmation within 24 hours) of any items which fail to comply with applicable safety rules or standards.

Foreign Purchases. If we are the importer of record, you warrant that all sales made under the Purchase Order are at not less than fair value under the United States Anti-Dumping Law. If you are the importer of record, we will not be a party to the importation, our name will not appear as importer of record on any customs declaration, the transactions contemplated by this order will be consummated after importation occurs, and on request you will give us a properly executed Customs Form 7552 entitled "Delivery Certificate" and Form FD 701 entitled "Importers Entry Notice" if applicable.

Country of Origin. Invoices shall contain the country of origin of items (i.e., the country in which the item was actually manufactured). You warrant that for items imported by you, the country of origin on your invoices is correct and the items are marked conspicuously, legibly, indelibly and permanently in accordance with U.S. law. For imported items and items produced or purchased within the U.S., you warrant that you will provide, upon request, information or documentation establishing the country of origin (i.e. Certificate of Origin or a NAFTA Certificate of Origin).

Labor Conditions. You warrant that no items listed in the Purchase Order are produced in violation of applicable local child labor laws or laws prohibiting forced or involuntary labor.

Conflict Minerals. You will maintain a supply chain policy and implementing procedures that are adequate to perform (1) due diligence to determine if conflict minerals as defined by the U.S. Securities and Exchange Commission or other government agencies are necessary to the functionality or production of products, parts or components sold to us, (2) a reasonable inquiry into the country of origin of conflict minerals, and (3) any other actions necessary to comply with any laws and regulations relating to conflict minerals as they may be amended from time to time.

OTHER TERMS

Our Property. Everything we provide or pay for under the Purchase Order is our property. Examples of our property may include tools, dies, test equipment, material, inventions and trade secrets developed in performing work under the Purchase Order, and technical and business information. You will mark our property "Property of Briggs & Stratton Corporation", keep it in good repair and use it only to perform the order, protect it as you would your own property, insure it at your expense for replacement cost with loss payable to us, and ensure that any information we disclose to you or you develop for us is kept confidential to the extent it is not otherwise publicly available. At our request, you will prepare our property for return shipment and deliver it to us promptly within no more than 30 days at your expense in the same condition as originally received by you, reasonable wear and tear excepted.

Audit Rights. At our request, you will allow us to inspect, without charge, and to copy, at our expense, any documents you have relating to performance of the contract including records of application engineering and testing.

Intellectual Property. You will not use or incorporate into technology or items furnished to us any copyrighted, patented or proprietary materials of others without their authorization. You will defend any claim against us or our customers that an item listed in the Purchase Order or a device or process resulting from its use infringes or misappropriates a patent, trademark, copyright or trade secret of anyone if we notify you promptly in writing and give you authority, information and assistance at your expense to defend the claim. You will pay all damages and costs awarded against us or our customers plus our attorneys fees. If use of an item is enjoined, you will at your expense procure the right to continue using the item, replace the item with a non-infringing equivalent, or with our written approval remove the item and refund the purchase price and the transportation and installation costs.

Work on Our Premises. If you work on our premises or customer premises, you will use due care to avoid injuring people or damaging our property.

Publicity. You will not issue any press release, use any of our products or our name in promotional activity, or otherwise publicly announce or comment on this order without our prior written consent.

General Matters. Any assignment of the order or a right to payment will be void without our written consent. These Conditions and a Purchase Order hereunder shall be interpreted by the laws of the State of Wisconsin, U.S.A. and shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, which is hereby expressly excluded and disclaimed.

You will indemnify us for all costs, damages and attorneys fees we incur which arise out of a breach of the Purchase Order, Conditions or any of the warranties stated above.

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