

GROUPON Goods™

EMEA Vendor Guide

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TABLE OF CONTENTS

INTRODUCTION 1
CHAPTER I: SHIPPING INSTRUCTIONS 2
CHAPTER II: INVOICES AND CUSTOMER SUPPORT 8
CHAPTER III: NON-COMPLIANCE COST RECOVERY 9
CHAPTER IV: TERMS AND CONDITIONS 10

INTRODUCTION

*“Groupon Goods”, “Buyer”, “we” or “us” means Groupon Goods Global GmbH.
“Seller” or “you” means the applicable seller, supplier or vendor.*

In preparation for fulfilling your shipment and delivery obligations in connection with the Option to Purchase and/or Purchase Order between you and Groupon Goods (collectively, “Option and Purchase Documents”), carefully review and make sure you understand and agree to this entire document (this “Vendor Guide”).

Our objective is to satisfy our customers with quality products delivered in a timely manner. Accomplishing this requires your assistance and adherence to the timelines and standards set forth in this Vendor Guide.

If you encounter any challenges or issues complying with the standards herein, notify your Groupon Goods Account Manager as soon as possible, so that he or she can address your concerns.

The Terms and Conditions set forth as Chapter IV of this Vendor Guide (“Terms and Conditions”) govern the Option and Purchase Documents (which, together with this Vendor Guide, will be referred to herein as the “Agreement”). Nothing in the other Chapters of this Vendor Guide is intended to limit any of Groupon Goods’ rights or Seller’s obligations under the Agreement, unless explicitly stated.

General Items of Note:

- The terms and instructions in this Vendor Guide apply to all products provided by you under the Option and Purchase Documents (“Goods”), whether you are shipping Goods directly to our customers on our behalf or fulfilling orders using our 3PL Provider (respectively, “Drop-Ship Services” and “3PL-Ship Services”).
- Compliance with this Vendor Guide will make it possible for Groupon Goods to pay you in a timely manner, pursuant to your Agreement.
- You are responsible for forwarding this Vendor Guide to the necessary parties within your organization.
- We make certain representations to our customers about shipment and delivery time frames, which we rely on you to help us fulfill. Early delivery is encouraged, but late delivery is not acceptable.

CHAPTER I: SHIPPING INSTRUCTIONS

Groupon Goods is not responsible for paying any shipping, handling or other fees or charges (including freight) unless explicitly stated in your Agreement. All time periods stated below are our standard requirement – you are responsible for complying with the time periods stated in your Agreement, if different.

Goods purchased from Seller by Groupon Goods may be shipped and delivered via one of two available methods: (1) Drop-Ship Services or (2) 3PL-Ship Services.

(1) Drop-Ship Services

A) Pre-approval. In order to drop-ship Goods to our customers, your “Drop Ship Questionnaire” form must be approved by the Groupon Goods Logistics Team. Work with your Groupon Goods Buyer to complete and submit this form for approval.

B) Drop-Ship Standards. If Seller is providing Drop-Ship Services (whether Carrier Prepaid or Third Party Bill-To Groupon, as set forth in the Option and Purchase Documents), Seller will:

- (i) Provide to Groupon Goods, via electronic means acceptable to Groupon Goods, a receipt or acknowledgement of order confirmation within 3 hours following Groupon Goods’ issuance of a Purchase Order to Seller;
- (ii) Deliver the Goods to the applicable carrier by 5:00 pm CET the business day after Groupon Goods issues a Purchase Order (and the necessary Customer Data, as defined in the Terms and Conditions) to Seller (such date and time, the “Ship-By Date”);
- (iii) Ship the Goods via a 1-3 day carrier service, with electronic delivery confirmation, track and trace capability and sufficient insurance to cover loss or damage of each unit of Goods, and, if Seller is providing Drop-Ship Services in connection with LTL/FTL Shipments (as defined below), then Seller shall use the carrier approved by Groupon Goods (the “Approved Carrier”) and ensure that each LTL/FTL Shipment is delivered to the applicable customer within 5 business days of delivery to the Approved Carrier. Groupon Goods will notify Seller prior to the Ship-By Date of the Approved Carrier that Seller must use;
- (iv) Provide to Groupon Goods, via electronic means acceptable to Groupon Goods, a complete and accurate list that includes a valid electronic carrier tracking number for each shipment of Goods and links each such tracking number with the associated line item ID in Commerce Interface, by the Ship-By Date;
- (v) Use all and only the packaging and labeling materials and content in connection with the Goods that are provided and/or identified by Groupon Goods or in this Vendor Guide.
- (vi) Use all and only the packing slips and returns instructions provided and/or identified via Commerce Interface, by Groupon Goods or in this Vendor Guide and do not include any address (other than a customer’s shipping address provided by Groupon Goods) in or on any packaging or labeling in connection with the Goods, other than as provided and/or identified by Groupon Goods;
- (vii) Not include any branding or promotional inserts in or on any packaging or labeling in connection with the Goods, other than as provided and/or identified by Groupon Goods;
- (viii) If Seller is providing Drop-Ship Services in connection with the LTL/FTL Shipments, use the Bill of Lading provided by the Approved Carrier at the time of delivery (and not Seller’s own Bill of Lading); and
- (ix) If Seller is providing Drop-Ship Services in connection with LTL/FTL Shipments, provide to Groupon Goods, via electronic means acceptable to Groupon Goods, a report every 2 business days until fulfillment is complete containing the following information:
 - Groupon Goods order number
 - Customer name
 - Customer address
 - Customer phone number
 - Description of Goods

- Pro number
- Bill of Lading number
- Ship-From Location, including a complete name and address
- Ship date
 - Scheduled
 - Actual
- Delivery date
 - Scheduled
 - Actual
- Status update, noted as one of the following:
 - In transit
 - Appointment scheduled
 - Refused by customer
 - Returned
 - Cancelled
 - Completed
- Date of customer contact
 - Date of first attempt
 - Date of second attempt
 - Date of third attempt
- Comments, if any

Each of the foregoing items (i) through (ix) will be individually referred to as a “Drop-Ship Standard”.

C) LTL/FTL Shipments. An “LTL/FTL Shipment” is any shipment that is not considered a “small parcel shipment” by the applicable carrier (LTL being any such shipment that is equal to or less than 6 linear meters or equal to or less than 9,000 kilograms (20 linear feet or 20,000 pounds in the United Kingdom); FTL being any such shipment that is more than 6 linear meters or greater than 9,000 kilograms), and is subject to the following additional guidelines and requirements:

(i) Each LTL/FTL Shipment to a unique shipping address must be labeled and manifested as an individual LTL/FTL Shipment.

(ii) Pick-up by 5:00 pm on any day must be notified via email by 2:00 pm that day. All pickup windows should be 2 hours in duration, and someone must be available throughout the entire scheduled pickup window. If for any reason a pickup does not happen by the Ship-By Date, contact your Groupon Goods Account Manager immediately to discuss next steps.

(iii) The Approved Carrier will provide a Bill of Lading upon delivery. Seller must use this Bill of Lading; Groupon Goods will not accept any Seller-provided Bill of Lading.

(iv) Each carton of Goods must contain a label affixed to the upper right side of the carton.

(v) All LTL/FTL Shipments are subject to the “*additional carton guidelines*” and “*additional pallet guidelines*” set forth under Chapter I, Section 2(C) “Goods, Carton and Pallet Guidelines” below.

(vi) All LTL/FTL Shipments must be accompanied by a packing list that details the contents of the shipment. Only the exact items and quantities set forth in the applicable Purchase Order will be accepted. **The packing list cannot contain any pricing or value information in connection with the Goods.** The following information must appear on each packing list:

- SHIP FROM (complete name and address of Ship-From Location, as defined in the Terms and Conditions);
- SHIP TO (complete name and address of the applicable customer), i.e., the location from where the products are when the shipment ends;
- DATE SHIPPED (date product is loaded onto a truck from your Ship-From Location);
- PURCHASE ORDER INFORMATION (Purchase Order number, description of Goods, UPC(s), carton count, total weight, number of pallets and number of units of Goods); and

- SHIPPER/CONSIGNEE INFORMATION AND SIGNATURES (including delivery address, contact name and contact information).

(vii) Delivery appointments:

- Delivery appointment must be scheduled by the Approved Carrier on behalf of Groupon Goods (without identification of Seller).
- Delivery appointments must be made within the 5-business day delivery window, unless the customer is unable to accept delivery within that window. Seller must communicate any exceptions to the Groupon Goods Logistics Team at emeafreight@groupon.com.
- The following home delivery services may be offered for LTL/FTL Shipments, as set forth in the applicable Purchase Order:
 - One and/or two person delivery;
 - Delivery inside the home to room of choice;
 - Placement in that room;
 - Up or down one flight of stairs;
 - Debris removal, if applicable; and
 - Pallet jack and lift gate, if needed.
- Additional delivery requirements must be approved by Groupon Goods prior to attempted delivery.

(2) 3PL-Ship Services

A) If Seller is providing 3PL-Ship Services, Seller will either:

- (i) Prepare the Goods for collection by the 3PL Provider from Seller (“3PL-Pick-Up”); or
- (ii) Deliver the Goods to the 3PL Provider (“3PL-Delivery”)

as identified in the Option and Purchase Documents and in accordance with the following 3PL-Ship Standards and other guidelines, as applicable.

B) 3PL-Ship Standards. If Seller is providing 3PL-Ship Services, Seller will:

- (i) Ensure pick-up or delivery of Goods is pre-scheduled with Groupon Goods’ 3PL Provider (per the below instructions), and then deliver the Goods or make the Goods available for pick-up by the Ship-By Date;
- (ii) Provide to Groupon Goods, via electronic means acceptable to Groupon Goods, a receipt or acknowledgement of order confirmation within 3 hours following Groupon Goods’ issuance of a Purchase Order to Seller;
- (iii) Ensure that the Goods purchased under a Purchase Order are “Ready For Pickup” (as described below) by the Ship-By Date;
- (iv) Ensure that each individual unit of Goods purchased under a Purchase Order contains an accessible UPC/EAN barcode capable of being scanned or other method of identification approved by your Groupon Account Manager; and
- (v) Use the Bill of Lading provided by Groupon Goods’ 3PL Provider at the time of delivery (and not Seller’s own Bill of Lading).

Each of clauses (i) through (v) shall be individually referred to as a “3PL-Ship Standard”.

C) Goods, Carton and Pallet Guidelines.

- (i) “Ready for Pickup” means that:

- No unit of Goods needs to be re-labeled or re-packaged for resale and delivery to customers, other than in connection with outbound shipping materials (e.g., a box, bag or envelope), unless otherwise approved by your Groupon Goods Account Manager;
- Each carton of Goods is clearly labeled with all information necessary to identify the Goods contained within such carton, including the applicable UPC(s) (as bar-codes and text), colors, size information (where applicable) and quantity(ies) thereof (and such labeling must be clearly visible and facing outward upon pick-up); and
- Each carton of Goods contains such a label affixed to the upper right side of the carton.

(ii) Provide full carton quantities. Each carton of Goods with the same UPC must include the same number of units of Goods per carton. However, if one carton is a partial, then (A) such carton must be marked “partial” using a bright colored label that is clearly visible and facing outward upon pick-up, and (B) such carton must be on the top layer of the pallet.

(iii) Additional carton guidelines:

- Each carton must contain no more than 5 UPCs. However, if the Goods are apparel, then each carton is permitted to contain only 1 UPC.
- Cartons must be able to withstand 20 kilogram per square centimeter pressure (250 pounds per square inch pressure in the United Kingdom). Cartons must have a top to bottom stacking strength of 300 kilograms (700 pounds in the United Kingdom).
- All carton seams must be taped and sealed.
- Cartons must be strapped by using only plastic-strapping material in two strips across the width of the carton. Metal strapping is not permitted to be used; however, if necessary, metal strap fasteners are permitted to be used in place of heat sealed straps. Any deviation from this standard must be pre-approved by the Groupon Goods Logistics Team and agreed upon in writing by Groupon Goods, Seller and the applicable 3PL Provider.
- Staples are not permitted to be used to seal cartons, except when Groupon Goods has pre-approved, in writing, the use of staples to seal larger, heavy cartons.
- Each carton must be individually numbered with a carton count to reflect each carton’s place out of the total number of cartons (e.g., “1 of 75”) to ensure all Goods are accounted for in every stage of the supply chain.
- Mark cartons containing glass or breakable items appropriately (e.g., “fragile,” “this end up,” etc.).
- Table top and ceramic items must be properly separated with corrugated partitions to prevent such items from hitting each other inside the carton and to protect from vibration damage. Air cells should also be considered (where applicable) to protect from shock impact.

(iv) Additional pallet guidelines:

- All product must be stacked and shrink-wrapped on standard 1200 x 800 mm pallets (1200 x 1000 mm in UK).
- All pallets must be built to a minimum height of 120 cm and a maximum height of 150 cm (48” and 58”, respectively, in the UK).
- All pallets must be sorted in such a way that pallets contain the smallest number of different styles/colors of Goods.
- Pallets must be in compliance with International Standards for Phytosanitary Measures No. 15, as revised (“ISPM 15”). An ISPM 15 compliant mark, example below, must include the following:
 - The IPPC certification symbol;

- The two-letter ISO country code (e.g., US for United States, AU for Australia, GB for United Kingdom), *as represented by “XX” in the below example*;
- The unique certification number issued to regulating agencies that oversee the individual wood packaging manufacturers (“NPPOs”), to ensure that the wood packaging material can be traced back to the NPPO, *as represented by “00” in the below example*;
- The unique certification number issued to the treatment provider and/or manufacturer, to ensure that the wood packaging material can be traced back to the treatment provider and/or the manufacturer, *as represented by “1111” in the below example*;
- The treatment applied to the wood packaging material, *as represented by “YY” in the below example*: (i) HT is the code for heat treatment to a minimum of 56° C (133° F) for a minimum of 30 minutes; and (ii) MB is the code for methyl bromide fumigation; and
- The “DUN” dunnage code for when the solid wood material is used for dunnage (provided, however, that the “DUN” dunnage code cannot be applied to manufactured wood packaging, only loose lumber/timbers to help secure products being shipped, so may be excluded).



For example:

- If set forth in the Option and Purchase Documents, items must be pre-kitted prior to arrival at the 3PL Provider’s facility. If you violate this guideline, you will promptly pay Groupon Goods the cost of kitting, which we are permitted to deduct from amounts we otherwise owe you under the Option and Purchase Documents.

D) Pick-Up and Delivery Guidelines.

(i) All orders picked up by or delivered to Groupon Goods’ 3PL Provider must be accompanied by a packing list that details the contents of the shipment. Only the exact items and quantities set forth in the applicable Purchase Order will be accepted. The following information must appear on each packing list:

- SHIP FROM (complete name and address of Ship-From Location);
- SHIP TO (complete name and address of Groupon Goods’ or its 3PL Provider’s warehouse);
- DATE SHIPPED (either the date Goods are loaded onto a truck from the Ship-From Location or the date Goods are picked up by a 3PL Provider from the Ship-From Location);
- PURCHASE ORDER INFORMATION (Purchase Order number, description of Goods, UPC(s), carton count, total weight, number of pallets and number of units of Goods); and
- SHIPPER/CONSIGNEE NAMES AND SIGNATURES.

(ii) In loading shipments, pallets must be positioned to face the rear of the trailer, so as to allow for pallet jack entry (no side loaded pallets).

(iii) Loads must be secured to avoid shifting and damage.

- Trailers not meeting this requirement may be refused or charged with special handling rates.
- Applicable fees apply to carton floor loads.

E) Shipment Scheduling.

(i) All 3PL-Services must have the appropriate pick-up or delivery appointment scheduled with Groupon’s 3PL Provider.

- For 3PL-Pick-Up, Groupon Goods' 3PL Provider will contact you to conduct a pre-schedule call to verify the Ship-From Location and warehouse point of contact information, and to schedule a delivery appointment.
 - Pick-up by 5:00 pm on any day must be notified by email by 2:00 pm that day. All pickup windows should be 2 hours in duration, and someone must be available throughout the entire scheduled pickup window. If for any reason a pickup does not happen by the Ship-By Date, contact your Groupon Goods Account Manager immediately to discuss next steps.
 - For 3PL-Pick-Up, if our 3PL Provider has not contacted you 48 hours prior to the day that we have notified you that we will begin offering the Goods for resale to our customers, please contact your Groupon Goods Account Manager or Groupon Buyer to discuss next steps.
 - If you are unable to get in touch with your Groupon Account Manager, email emeapickup@groupon.com.
- For 3PL-Delivery, Seller must contact the 3PL Provider identified in the Purchase Order during standard business hours to schedule delivery as required by the 3PL-Ship Standards.

(ii) Information our 3PL Provider will need from you upon scheduling pick-up or delivery:

- Weight of each package of Goods (in lbs. for UK shipments or in kg. for shipments elsewhere in Europe);
- Quantity of packages;
- Piece count (pallets);
- Carton count;
- Type and size of shipping carton (e.g., pallet, box, etc.);
- Floor feet (trailer space);
- Commodity/class designations;
- Freight class of shipment;
- Delivery date and time frame;
- Complete name and address of Ship-From Location;
- Country of origin (i.e., where the products were originally produced or won);
- Origin contact information, such as email and phone numbers;
- B/L or P/U #;
- Hours of operation (for 3PL-Pick-Up only);
- Clear directions or instructions for trucking companies (for 3PL-Pick-Up only); and
- Additional information and special instructions of any kind (i.e., hazardous material, forklift required, etc.).

CHAPTER II: INVOICES AND CUSTOMER SUPPORT

All invoices must be submitted via the Commerce Interface portal with the original invoice mailed to:

Groupon Goods Global GmbH
Attention: Accounts Payable
Freier Platz 10
8200-Schaffhausen Switzerland

Please direct payment inquiries to your Groupon Goods Account Manager.

Customer Support.

- We may ask Seller to provide information and/or answer questions about the Goods. Seller will provide such information and answer any questions promptly upon request by Groupon Goods.
- Links to any websites by Seller, other than the Website (as defined in the Terms and Conditions), are not allowed.
- Customer questions and concerns should be directed to Groupon Goods' customer support team. In the event that a customer reaches out to the Seller's customer support team, direct the customer to contact Groupon customer support at the contact information listed on the customer's Groupon website.

CHAPTER III: NON-COMPLIANCE COST RECOVERY

When Goods are prepared, labeled, packaged, delivered or otherwise processed in a manner that is out of compliance with, or otherwise in breach of, this Vendor Guide (including the applicable Drop-Ship Standards or 3PL-Ship Standards set forth in Chapter I hereof) or Groupon Goods' instructions, Groupon Goods may incur losses or expenses as a result of such noncompliance or breach (including with respect to customers and 3PL Providers). Therefore, in the event of noncompliance or breach, Groupon Goods will deduct from payments due to Seller (or Seller will pay Groupon Goods, if applicable) certain damages, as described in Section 10(c) of the Terms and Conditions.

CHAPTER IV: TERMS AND CONDITIONS

1. General Terms and Conditions.

(a) These terms and conditions (the “Terms and Conditions”) govern every option to purchase (an “Option to Purchase”), purchase order (a “Purchase Order”), or other document to which they are attached or are otherwise specifically referenced (collectively, the “Option and Purchase Documents”). Such documents are effective: (i) upon execution of the Option to Purchase by Seller (the “Option to Purchase Effective Date”), as to the Option to Purchase and each Purchase Order issued thereunder (if any); or (ii) if no Option to Purchase is executed, upon execution of a Purchase Order by Seller (the “Purchase Order Effective Date”). This document, which includes these Terms and Conditions (the “Vendor Guide”), together with the Option and Purchase Documents and any other terms and conditions expressly incorporated by reference herein, constitute the entire agreement between Buyer and Seller (collectively, the “Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Option and Purchase Documents.

(b) “Buyer” shall mean Groupon Goods Global GmbH, a company registered in Switzerland (registration number CH-290.4.017.684-1).

(c) “Seller” shall mean the seller, supplier or vendor identified in the Option and Purchase Documents.

(d) Seller agrees that the Option and Purchase Documents define, among certain other things: (i) the scope of the goods, materials or other items to be provided by Seller (“Goods”) and the services, including Seller’s shipment and delivery obligations, to be performed by Seller (“Services”); and (ii) the price(s) to be paid by Buyer to Seller if a Purchase Order is issued by Buyer.

2. Resale of Goods; Samples and Image Requirements.

(a) Seller acknowledges and agrees that Buyer shall have the right, in its sole discretion, to market and resell the Goods through any owned or affiliated website(s) (collectively, the “Website”), other distribution channels owned, controlled or operated by Buyer (including, without limitation, emails, mobile applications or other types of electronic offerings) and/or other platforms or distribution channels owned, controlled or operated by Buyer’s affiliates or third party business partners, and that Buyer will establish its own resale pricing and terms.

(b) Within one (1) business day after the Option to Purchase Effective Date or Purchase Order Effective Date, as applicable, Seller will provide Buyer with the following:

(i) At least one (1) sample of the Goods, which sample accurately represents the Goods that will be supplied to Buyer or its customers under the Option and Purchase Documents (including any sample of the Goods provided prior to execution of the Option and Purchase Documents, each, a “Sample”) unless instructed otherwise by Buyer. With respect to any Samples provided to Buyer, whether before, on or after any Option to Purchase Effective Date or Purchase Order Effective Date, Seller represents and warrants that it has full right, title and interest in and to the Samples (prior to Buyer’s

receipt thereof) and Seller’s submission thereof does not and will not violate the rights of any third party. Seller acknowledges and agrees that (i) title to the Samples passes (or passed) from Seller to Buyer upon receipt thereof by Buyer; (ii) Buyer may use the Samples in its sole discretion for any purpose whatsoever; (iii) Seller has not and will not submit any Samples which cannot be replaced, or which Seller desires to be returned; and (iv) Buyer is not responsible for the handling, arrival or return of any Samples and has no obligation, liability or responsibility to return, pay for or otherwise compensate Seller for any Sample sent to Buyer.

(ii) At least three (3) high quality, high resolution, digital images of the Goods for each UPC set forth in the Option and Purchase Documents, in a form that complies with the Image Requirements set forth below (each, a “Qualifying Image”), which do not infringe, misappropriate or otherwise violate any intellectual property right or right of privacy or publicity of any third party, and which Seller has the right to provide to Buyer and to authorize Buyer to use in connection with the promotion and resale of the Goods as set forth herein. Each Qualifying Image must (i) be at least 960 pixels wide and 582 pixels tall with a minimum resolution of 72dpi, (ii) have a horizontal orientation, (iii) be in a JPEG format, (iv) only display a logo in a manner approved by Buyer; and (v) conform with all other image guidelines provided by Buyer (collectively, the “Image Requirements”).

(iii) A Certificate of Origin for the Goods attesting to the country of manufacture of the Goods.

(c) Buyer shall be responsible for all customer support to its customers in connection with the Goods and Services.

3. Purchase Orders.

(a) If Buyer is providing Drop-Ship Services pursuant to an Option to Purchase, Seller acknowledges and agrees that receipt of customer names and shipping addresses from Buyer constitutes Buyer’s exercise of the Option (in whole or in part) such that Seller is responsible for fulfilling its shipment and delivery obligations and other requirements under the Option and Purchase Documents and the Vendor Guide. The receipt of such Customer Data stands in for and constitutes receipt of a Purchase Order under the Option to Purchase and hereunder, except for purposes of payment under the Option and Purchase Documents and these Terms and Conditions.

(b) Buyer has the right to modify, change or suspend a Purchase Order or any written instructions, including, but not limited to, the scope of Services, the quantity of Goods subject to a Purchase Order or the delivery dates, upon written notice to Seller. The parties acknowledge and agree that certain matters such as material and product releases, changes in delivery dates, delivery or shipment instructions, variances in orders and other similar matters may be sent by Buyer to Seller via email or facsimile. The parties further acknowledge and agree that such communications, and any provision of Goods or Services thereunder, are incorporated by reference into the applicable Option and Purchase Documents and shall be subject to these Terms and Conditions.

(c) During the performance of the Option and Purchase Documents, Seller shall not make any changes in the design,

material, process, procedures or practices affecting Goods or Services to be furnished by Seller without the prior written consent of Buyer.

(d) Any and all modifications or amendments to this Agreement must be in writing and signed by an authorized representative of Buyer. Buyer expressly rejects any additional or inconsistent terms and conditions offered by Seller at any time and not agreed to in writing and signed by Buyer, notwithstanding any payment by Buyer.

4. Standards.

(a) Seller agrees to and will comply with all of the terms of the Vendor Guide. Buyer reserves the right, in its sole discretion, to modify any part of the Vendor Guide at any time. Any changes to the Vendor Guide will be effective upon the next Option to Purchase Effective Date or the next Purchase Order Effective Date, whichever is earlier; provided that any Purchase Order issued in connection with an Option to Purchase will be governed by the version of the Vendor Guide in effect as of the applicable Option to Purchase Effective Date.

(b) Seller represents and warrants to Buyer that Seller will comply with and satisfy all Drop-Ship Standards or 3PL-Ship Standards, as applicable, as set forth in Chapter I of the Vendor Guide.

5. Delivery.

(a) Time is of the essence with respect to the provision of Goods and the performance of Services under the Option and Purchase Documents. No acts or omissions of Buyer, including, without limitation, modifications of the Option and Purchase Documents or acceptance of late shipments or deliveries, constitute a waiver by Buyer of the foregoing sentence. Any such waiver may be made only in accordance with Section 20 hereof.

(b) Seller must notify Buyer immediately in writing of any actual or potential delay or threat to delay the timely performance of the Option and Purchase Documents, including with respect to any customer of Buyer.

(c) Seller must, by the "Ship-By Date" (as defined in Chapter I of the Vendor Guide), pursuant to this Agreement and Buyer's written instructions: (i) deliver the Goods to the applicable carrier (as set forth in the Option and Purchase Documents) for shipment to each customer of Buyer ("Drop-Ship Services"); or (ii) deliver the Goods to Buyer or its 3PL Provider by making the Goods available for pickup at the Ship-From Location (as defined below) ("3PL-Pick-Up") or delivering the Goods to Buyer or its 3PL-Provider ("3PL-Delivery" and together with 3PL-Pick-Up, the "3PL-Ship Services"). Seller must ship the Goods from (if providing Drop-Ship Services), or make the Goods available for pick-up or deliver the Goods to Buyer or its 3PL Provider at (if providing 3PL-Ship Services), the "Ship-From Location" set forth in the Option and Purchase Documents. If Seller is providing Drop-Ship Services, Seller shall either, as set forth in the Option and Purchase Documents: (A) ship the Goods under Seller's own account with the applicable carrier ("Carrier Prepaid"); or (B) ship the Goods under Buyer's account with the applicable carrier ("Third Party Bill-To Groupon") and Buyer will be responsible for paying the applicable shipping fees to such carrier; provided, however, that Seller must reimburse Buyer for any charges or fees arising out of or in connection with: (I) Seller's failure to comply with Seller's obligations hereunder or under the other provisions of the Vendor Guide or Buyer's instructions, and/or (II) Seller's acts or omissions. If Seller is

providing 3PL-Delivery, Seller is responsible for the cost of transport to Buyer's 3PL Provider ("Freight Prepaid"). If Seller is providing 3PL-Pick-Up, Seller will either pay such shipment directly as Freight Prepaid or Buyer will have a discount on the Unit Price of the Goods by two percent (2%) thereof ("Freight Collect", and such 2%, the "Freight Allowance"), as set forth in the Option and Purchase Documents.

(d) If Seller is providing Drop-Ship Services, Seller acknowledges and agrees to the restrictions on Seller's treatment and use of Customer Data (as defined below) set forth in Section 14 hereof ("Customer Data Restrictions"), and Seller will at all times comply with such Customer Data Restrictions. References to Seller's shipment or delivery obligations herein refer to Seller's obligations under (i) the Option and Purchase Documents, (ii) the applicable Sections of the Terms and Conditions, (iii) the other chapters of the Vendor Guide, and (iv) Buyer's instructions.

(e) Seller acknowledges and agrees that: (i) Seller shall pay to Buyer the amounts set forth in Section 10(c) in the event Seller breaches any Drop-Ship Standard or 3PL-Ship Standard, as applicable (in each case, as set forth in Chapter I of the Vendor Guide); and (ii) Buyer is permitted to deduct from future payments due to Seller amounts owed by Seller to Buyer hereunder or under prior agreements between the parties (including, without limitation, in connection with Out of Compliance or defective Goods and Services and under Sections 4, 5, 8, 10 and 11).

6. Refund Allowance. Unless otherwise agreed in the Option and Purchase Documents, Seller shall provide Buyer with a "Refund Allowance" to offset the cost of potential returns by Buyer's customers, pursuant to which Buyer will have a discount on the Unit Price of the Goods by a percentage thereof, as set forth in the Option and Purchase Documents under "Refund Allowance". Notwithstanding the foregoing, Seller shall be responsible for refunds as otherwise set forth herein, including, but not limited to, by reason of (a) Out of Compliance or defective Goods or Services, or (b) breach of Seller's warranties hereunder. For the avoidance of doubt, Buyer is responsible for managing and processing the return of Goods from Buyer's customers, and no Goods will be returned to Seller unless otherwise provided hereunder.

7. Invoicing. Each invoice must be submitted in accordance with the instructions set forth in Chapter II of the Vendor Guide. Seller must: (a) attach proof of shipment and bill of lading to each applicable invoice; and (b) mark each invoice with the Purchase Order number, description, item number (UPC), quantity of Goods and Unit Price. All invoices for the supply of Goods must comply with the applicable legal and tax reporting requirements. If Seller's invoice to the Buyer does not comply with such applicable legal and tax requirements and Buyer, Seller will issue a credit note and a compliant invoice as required by Buyer to correct any customs or governmental inquiries or assessments. Payment of amounts due under the Option and Purchase Documents and pursuant to Seller's invoices is subject to (x) Seller fulfilling its delivery obligations as set forth in the Option and Purchase Documents and this Vendor Guide (and Buyer's timely receipt of the items set forth therein), and Buyer's instructions; and (y) inspection and acceptance of the Goods and Services by Buyer or its customers and adjustments for shortages or defective or Out of Compliance (as defined below) Goods or Services. Buyer reserves the right to seek reasonable assurances of Seller's financial stability at any time during the period beginning on the Option to Purchase Effective Date or Purchase Order Effective

Date, as applicable, and ending 180 days thereafter, including through bank reference notes and credit reports.

8. Payment Terms.

(a) Subject to the other provisions of this Agreement, Buyer shall remit to Seller the aggregate, undisputed amount due under a Purchase Order, within the number of days set forth in the Option and Purchase Documents under "Payment Terms" after Buyer's receipt of Seller's complete and accurate invoice submitted in accordance with the instructions set forth in Chapter II of this Vendor Guide. The Discount Allowance and any applicable refunds and credits, in each case as set forth herein, will be deducted from payment due to Seller under a Purchase Order and invoice.

(b) Unless otherwise set forth in the Option and Purchase Documents, the Unit Price set forth therein includes all applicable taxes and fees chargeable to Buyer (including, without limitation, any value-added taxes or consumption taxes), except sales taxes which shall be shown separately where applicable. Buyer shall not incur any charges for packing, crafting, freight, shipping, handling, local cartage or any other charges unless expressly identified in the Option and Purchase Documents. Seller is responsible for clearing the Goods for import, if applicable, and paying all applicable duties, taxes and other fees in connection therewith. Seller is responsible for carriage and insurance costs to the delivery destination.

(c) Seller shall be paid in the currency set forth in the Option and Purchase Documents ("Transaction Currency"). In the event Groupon Goods incurs losses or expenses as a result of failure to comply with the Image Requirements or if Goods are Out of Compliance, the damages due for such noncompliance pursuant to these Terms and Conditions will be calculated in the Transaction Currency as of the date of Seller's invoice by applying a fair and reasonable market exchange rate.

9. Packaging; Shipping; Records and Tracking.

(a) Seller is not permitted to charge Buyer for packaging or storage. All Goods must be packaged, marked and otherwise prepared in accordance with the requirements specified by Buyer (in the Agreement and otherwise) and, at all times, good commercial practices.

(b) Buyer shall notify Seller as to where and under what conditions the Goods are to be made available and delivered, if different than set forth in the Option and Purchase Documents. Seller must at all times comply with Buyer's written instructions. Any deliveries or shipments that do not comply with the Vendor Guide, the Option and Purchase Documents, and Buyer's written instructions are permitted to be returned or held by Buyer or its 3PL Provider, subject to Buyer's instructions, at Seller's risk and expense.

(c) Following issuance of a Purchase Order by Buyer, title to, and risk of loss of, the Goods passes from Seller to Buyer upon Seller's delivery of the Goods to:

(i) the applicable carrier, if Seller is providing Drop-Ship Services; or

(ii) Buyer or Buyer's 3PL Provider, if Seller is providing 3PL-Ship Services.

10. Audit and Inspection.

(a) All Goods and Services are subject to inspection and acceptance by Buyer before, during and after shipment,

delivery or performance. Without limiting any of Buyer's rights or Seller's obligations hereunder, inspection by a customer of Buyer upon or after shipment or delivery of the Goods or before, during or after performance of the Services constitutes inspection of the Goods or Services by Buyer for purposes of this Agreement. In addition to any other rights Buyer may have: (i) if Goods are found to be out of compliance with this Agreement, including Seller's representations and warranties, a Sample (if any) and/or Buyer's written specifications or instructions, or are found or alleged by a credible source to be in violation of Applicable Law (as defined below) and/or found or alleged by a credible source to infringe, dilute, misappropriate or otherwise violate any intellectual property law or right of privacy or publicity (in each case, "Out of Compliance"), Buyer has the right to cancel any unshipped or unrendered portion of the Purchase Order, return such Goods to Seller for correction, repair, replacement, credit or refund, as Buyer may direct and at Seller's expense (it being understood that any correction, repair or replacement requested by Buyer will be carried out by Seller as soon as possible and in any event no later than within fourteen (14) calendar days from notice by Buyer); and (ii) if the Services are found to be Out of Compliance, Seller shall, at Buyer's option, either refund to Buyer the amount paid for the Services or perform the Services again at no expense to Buyer or any customer in a proper manner to provide Buyer and each applicable customer with the result originally contemplated by Buyer. Cost of inspection, storage, shipment, transportation, repacking or reinspection by Buyer or any customer in connection with Out of Compliance Goods shall be at Seller's expense, and Seller shall pay any such amount to Buyer immediately upon notice thereof. Payment for Goods or Services prior to inspection, even if such prior payment was made to obtain a discount, does not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller. The parties expressly acknowledge and agree that, unless Seller proves that such non-conformity was solely caused by the fault of the Applicable Carrier (if Seller is providing Drop-Ship Services) or Buyer's 3PL Provider (if Seller is providing 3PL-Ship Services), any Goods in which a non-conformity has become apparent within the time limit provided for in Article 5(3) of EU Directive 1999/44 will be deemed to be "Out of Compliance" for purposes of this Agreement.

(b) Buyer's or any customer's failure to inspect does not relieve Seller of any responsibility to furnish the Goods and perform the Services in accordance with the Option and Purchase Documents and this Agreement. Acceptance of all or any part of the Goods or Services provided hereunder is not deemed to be a waiver of Buyer's right either to cancel or to return all or any portion of the Goods or Services because the same are Out of Compliance or by reason of defects (latent or patent) or other breach of warranty.

(c) In the event Seller fails to fulfill its obligations under the Option and Purchase Documents or this Agreement for any reason, including, without limitation, due to inventory shortages or the failure to obtain and/or ship and deliver any of the Goods as set forth in the Option and Purchase Documents within the time frame set forth therein, Seller must remit to Buyer, immediately following notice, for each affected unit of Goods, CHF2.00 (or the equivalent amount in the Transaction Currency) for each breach of a Drop-Ship Standard or 3PL-Ship Standard. Further, if the portion of Goods returned as Out of Compliance or as defective equals or exceeds 20% of the aggregate number of units of Goods with the same UPC purchased in connection with any Option to Purchase or under any Purchase Order issued by Buyer, Seller must remit to

Buyer, immediately following notice, for each returned unit of Goods, the sum of: (i) a full refund of the Unit Price, plus (ii) CHF10.00 (or the equivalent amount in the Transaction Currency) per unit. Finally, if the size, dimensions or weight of the Goods represented by Seller (in the Option and Purchase Documents or otherwise) is inaccurate, Seller must remit to Buyer, immediately following notice, the difference between: (I) any shipping and logistics costs actually paid or due by Buyer (to a carrier, 3PL Provider or otherwise), and (II) the expected shipping and logistics costs based on Seller's representations. Seller acknowledges and agrees that any breach of its obligations hereunder (including, without limitation, of a Drop-Ship Standard or 3PL-Ship Standard, as applicable) may expose Buyer to losses, and that the potential damages would be difficult to calculate. Accordingly, Seller acknowledges and agrees that the amounts set forth in this Section 10(c) are intended as liquidated damages, and not as a penalty. The provisions of this Section 10(c) are in addition to any other rights or remedies of Buyer pursuant to this Agreement or under Applicable Law.

11. Term and Termination.

(a) The term of this Agreement will commence on the earliest execution date of the earliest Option and Purchase Documents and, unless terminated earlier in accordance with these Terms and Conditions, will expire upon: (i) the end of the Option Period, if Buyer does not exercise its Option in connection with an Option to Purchase; or (ii) Seller's completion of its obligations under the Option and Purchase Documents and Buyer's payment to Seller of all undisputed amounts due, if Buyer issues a Purchase Order in connection with an Option to Purchase or Seller signs a Purchase Order not in connection with an Option to Purchase.

(b) Buyer may terminate any Option and Purchase Documents in whole or in part at any time upon written notice to Seller.

(c) In the case of termination by Buyer of all or any part of a Purchase Order without cause, Buyer shall pay to Seller the amount due for Seller's obligations to any third parties that Seller can prove by written documentation were entered into: (i) prior to the date of such termination, and (ii) in reliance on a Purchase Order, and that Seller cannot cancel or otherwise make use of the ordered Goods or Services; provided that such amount will not exceed, in any case, the remaining payment(s) that would have been made under a Purchase Order, and subject further to the requirements and limitations set forth in this Section 11 and the other provisions of this Agreement. The foregoing is Seller's sole and exclusive remedy in the event Buyer terminates all or any part of a Purchase Order without cause.

(d) If: (i) Seller fails to furnish the Goods or perform the Services on or before the shipment or delivery date specified by Buyer or otherwise fails to comply with the Vendor Guide or Buyer's written instructions in connection with the shipment or delivery of the Goods and Services; (ii) Seller breaches any term, provision, warranty, representation, obligation, covenant or condition of the Option and Purchase Documents or this Vendor Guide; (iii) Seller fails to make progress so as to endanger performance of its obligations under the Option and Purchase Documents in accordance with their terms; (iv) Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature); (v) any proceeding under bankruptcy or insolvency laws is brought by or against Seller; (vi) a receiver or custodian for Seller is appointed or is applied for; or (vii) an assignment for the benefit of creditors is made by Seller then, without

limiting any other right or remedy provided by the Option and Purchase Documents and this Agreement, or by law or in equity, Buyer has the right to terminate the Option and Purchase Documents, in whole or in part, by written notice to Seller without liability to Buyer except for Goods or Services previously delivered to and accepted by Buyer or Buyer's customers under a Purchase Order, subject to any rights of Buyer due to breach of warranty or the provision of defective or Out of Compliance Goods or Services.

(e) Upon the termination of a Purchase Order, in whole or in part, by Buyer for any reason, with or without cause, Seller shall, and shall cause any Subcontractor (as defined below) to, immediately: (i) cease furnishing any Goods and performing any Services hereunder; and (ii) preserve and protect (A) any Goods on hand, purchased for or committed to based on a Purchase Order or (B) Services in progress and materials on hand purchased for or committed to based on a Purchase Order, pending Buyer's instructions. Buyer has the right to, in its sole discretion, take possession of all Goods and Services in progress. Seller will not be paid for any Goods procured or Services performed after Seller's receipt of the notice of termination. Seller is obligated to mitigate all damages, including, without limitation, by not incurring costs that could reasonably be avoided and by consuming or selling to others, in its ordinary course of business, Goods or materials used to manufacture Goods or perform the Services.

(f) Seller's obligations under Sections 10 through 18, 20, 23 and 24 and any other section of these Terms of Condition intended or required to survive the termination or expiration of the Option and Purchase Documents or this Agreement in order to achieve its full effect, shall survive any expiration or termination of the Option and Purchase Documents or this Agreement.

12. License. Seller hereby grants to Buyer a non-exclusive, worldwide, royalty free, fully paid-up, perpetual, irrevocable, transferable and sub-licensable license and right to use, modify, reproduce, sublicense, publicly display, distribute, broadcast, transmit, stream, publish and publicly perform: (a) Seller's name, logos, trademarks, service marks, domain names, and any audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified recommended or directed to use by Seller (including, without limitation, the Qualifying Image(s), if applicable) (collectively, "Seller IP"); and (b) any third party's name, logos, trademarks, service marks, domain names, audiovisual recordings, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended or directed to use by Seller (including, without limitation, the Qualifying Image(s), if applicable) (collectively, "Third Party IP"), in each case in connection with the promotion and resale of the Goods and Services in any and all media or formats now known or hereinafter developed (the "License"). Seller acknowledges that any use of the Seller IP or Third Party IP as contemplated herein is within the sole discretion of Buyer and Buyer has the right to decide not to use the Seller IP or Third Party IP at all.

13. Confidentiality.

(a) Seller agrees that each of: (i) the Option and Purchase Documents and this Vendor Guide (to the extent the Vendor Guide is not made public by Buyer), (ii) all materials, documents and information provided to it by or on behalf of Buyer or an affiliated entity of Buyer that is marked "confidential" or with a similar designation or that Seller should reasonably expect to be confidential or proprietary under the circumstances and/or given the nature of the materials,

documents and information, and (iii) all materials developed by or on behalf of Seller for Buyer or an affiliated entity of Buyer is and shall be considered Buyer's confidential information (collectively, the "Buyer Confidential Information"). Seller agrees to keep (and ensure that each Subcontractor keeps) Buyer Confidential Information confidential. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care, to prevent the unauthorized disclosure of the Buyer Confidential Information to third parties. Seller agrees not to disclose or use the Buyer Confidential Information except for purposes of shipping or delivering the Goods and providing the Services hereunder. If Seller becomes aware of any unauthorized use or disclosure of Buyer Confidential Information, Seller shall promptly and fully notify Buyer of all facts known to it concerning such unauthorized use or disclosure and shall cooperate with Buyer so that Buyer is able to seek a protective order or other appropriate remedy to protect such Buyer Confidential Information. Upon Buyer's written request or the termination of any Option and Purchase Documents, Seller shall return to Buyer or destroy, at Buyer's option, all Buyer Confidential Information in Seller's or any Subcontractor's possession. Notwithstanding the foregoing, in the event that Buyer receives a notice or claim of infringement, Buyer may provide Seller's contact information to the party making the claim or its agents.

(b) Seller agrees that it shall not issue any press release or other public statement relating to its relationship with Buyer or this Agreement without the express prior written consent of Buyer.

14. Intellectual Property Rights and Customer Data Restrictions.

(a) Seller acknowledges and agrees that, as between the parties, Buyer owns all right, title and interest in and to the Website, its software, services, or mobile applications, Buyer trade names, logos, trademarks, service marks, domain names, social media handles, all data collected through or from the Website (including, but not limited to, Customer Data), all audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text or any other content created by Buyer or at Buyer's direction pursuant to a work for hire agreement, or assigned to Buyer, and any materials, software, technology or tools used by Buyer to promote, resell or distribute the Goods and conduct its business in connection therewith (collectively, the "Buyer IP"). Seller shall not use, sell, rent, lease, sublicense, distribute, broadcast, transmit, stream, place shift, transfer, copy, reproduce, download, time shift, display, perform, modify or timeshare the Buyer IP or any portion thereof, or use such Buyer IP as a component of or a base for products or services prepared for commercial use, sale, sublicense, lease, access or distribution. Seller shall not prepare any derivative work based on the Buyer IP or translate, reverse engineer, decompile or disassemble the Buyer IP. Seller shall not take any action to challenge or object to the validity of Buyer's rights in the Buyer IP or Buyer's ownership or registration thereof. Seller shall not include any trade name, trademark, service mark, domain name, social media identifier of Buyer or its affiliates, or any variant or misspelling thereof, in any trademark, domain name, email address, social network identifier, metadata or search engine keyword. Seller shall not use or display any Buyer IP in a manner that could reasonably imply an endorsement, relationship, affiliation with or sponsorship between Seller or a third party and Buyer. All rights to the Buyer IP not expressly granted in this Agreement are by Buyer.

(b) Except as specifically provided herein, Seller is not permitted to use, nor is it permitted to authorize any third party assisting Seller with its obligations hereunder (each such third party, a "Subcontractor") to use, Buyer IP in any medium without prior written approval from an authorized representative of Buyer. Seller is permitted to use, and is permitted to authorize its Subcontractors to use, Customer Data (if any is provided hereunder) for the sole purpose of fulfilling its obligations hereunder. Buyer exclusively owns any Customer Data. Seller expressly agrees that any Customer Data provided hereunder is being provided solely to facilitate the provision of the Goods and Services to Buyer or its customers, and is not permitted to be used to enhance a file or list owned by Seller, any Subcontractor or any third party. Seller represents and warrants that it will not, nor will it permit any Subcontractor to, resell, broker or otherwise disclose any Customer Data to any third party, in whole or in part, for any purpose whatsoever. Seller agrees that it will not copy or otherwise reproduce any Customer Data, other than for the purpose of providing Goods and Services to Buyer or its customers as directed by Buyer in connection with the Option and Purchase Documents and this Agreement. Seller agrees to enter into a data processing agreement on market standard terms with the Buyer if the execution of such an agreement is in the Buyer's sole opinion required or strongly recommendable under applicable data protection laws. For purposes of the Option and Purchase Documents and this Agreement, restrictions on Seller's use of Customer Data do not apply to data from any customer who is already a customer of Seller prior to the effective date of this Agreement, to the extent such data was previously provided to Seller by such customer.

(c) If Seller engages any Subcontractor to facilitate its obligations hereunder and under the Option and Purchase Documents, Seller agrees to enter into subprocessing agreements on market standard terms with its Subcontractors if the execution of such agreements is in the Buyer's sole opinion required or strongly recommendable under applicable data protection laws and shall ensure that such Subcontractor implements and complies with reasonable security measures as required under applicable data protection laws in handling any Customer Data, and if such information is collected directly by the Subcontractor, that it adopts, posts and processes the Customer Data in conformity with applicable data protection laws and its posted privacy policy.

(d) "Customer Data" means any and all personally identifiable information about Buyer's customers generated or collected by Buyer or Seller (including, but not limited to, any customer names, phone numbers and shipping addresses provided to Seller to facilitate provision of Goods and Services under the Option and Purchase Documents and this Agreement).

15. Representations and Warranties.

(a) In addition to all other express or implied warranties, Seller warrants that: (i) Seller conveys full right, title and interest in and to the Goods, free of any liens or encumbrances, upon delivery of the Goods to the applicable carrier or Buyer or its 3PL Provider, as set forth in Section 9(c); (ii) Seller is either the manufacturer or an authorized reseller of the Goods, the Goods are covered by the original manufacturer's product warranty and such warranty will be honored by the manufacturer; (iii) the description of the Goods (including, without limitation, any weight or dimensions thereof) set forth in the Option and Purchase Documents is materially complete and accurate in all respects, the Goods are genuine,

bona fide products, any Samples are complete and accurate representations of the Goods to be provided hereunder in all respects, and Seller has the full right, power and authority to sell the Goods to Buyer and authorize Buyer to promote and resell the Goods; (iv) the Goods are free from defects in workmanship, materials and design; (v) the Goods will be furnished in accordance with and conform to the Option and Purchase Documents, the Vendor Guide and Buyer's written instructions, specifications, drawings and descriptions in all respects; (vi) the Goods are merchantable and suitable for the purposes, if any, which are stated in the Option and Purchase Documents and in conformity with all other requirements of the Option and Purchase Documents; (vii) the Services shall be performed, and the Goods (and any Samples) shall be manufactured, stored, packaged, labeled, supplied and delivered or shipped (as applicable), in accordance with any and all applicable international, federal, state, local and other laws and any and all executive orders and rules and regulations issued thereunder (collectively, "Applicable Law"); and (viii) unless otherwise specifically stated in the Option and Purchase Documents, none of the Goods furnished hereunder are (A) government or commercial surplus, or (B) used, remanufactured or reconditioned, or of such age or so deteriorated, as to impair the usefulness or safety thereof.

(b) Without limiting any of the foregoing, in addition to any express or implied warranties, Seller warrants that: (i) the Goods as supplied by Seller may be resold by Buyer in compliance with any and all Applicable Laws in each of the countries belonging to the European Union ("EU"), the European Economic Area ("EEA") and Switzerland, without there being any need for Buyer to modify or supplement in any way the Goods, the packaging, and/or any associated documentation, or to comply with any notification, certification, registration, license/permit or other similar obligations in any of the aforementioned countries, (ii) without limiting the generality of the foregoing, where required under Applicable Law, the Goods are appropriately CE-marked and accompanied by appropriate declarations of conformity, and (iii) Seller and the Goods comply with, without limitation and to the extent relevant for each of the Goods, the provisions of the EU General Product Safety Directive 2001/95, the Low Voltage Equipment Directive 2006/95, the Toy Safety Directive 2009/48, the Electromagnetic Compatibility Directive 2004/108, the Machinery Directive 2006/42, the CLP Regulation 1272/2008, the REACH Regulation 1907/2006, the RoHS Directive 2002/95 and the WEEE Directive 2002/96, and, as the case may be, with any local implementation of the foregoing regulations or directives in the law of the country where the Goods will be marketed, sold or delivered.

(c) With respect to the Services, in addition to any express or implied warranties, Seller warrants that: (i) Seller possesses the requisite expertise, facilities, equipment and personnel necessary and appropriate to perform the Services; (ii) such Services will conform with Buyer's specifications (including, without limitation, as set forth in the other chapters of the Vendor Guide); and (iii) such Services will be performed in a safe and workmanlike manner.

(d) Seller warrants that if (i) any government authority issues a request, directive or order that the Goods and Services be recalled, (ii) a court of competent jurisdiction orders such a recall, or (iii) Seller reasonably determines that the Goods and Services should be recalled, Seller shall (A) take all necessary or required corrective action pursuant to Applicable Law, (B) immediately notify Groupon of such recall, and (C) work with Groupon to mutually agree upon the content

of any communication to be sent to Buyer's customers as a result of a recall.

(e) Without limiting any of the foregoing, if Seller is responsible for the design of any Goods according to performance specifications established by Buyer, Seller warrants that the Goods will be fit and sufficient for the purposes intended by Buyer.

(f) Seller represents and warrants that Seller: (i) currently has in stock, and will have in stock at least through the Option Period (if applicable) and otherwise as required in order to fulfill its obligations under any Option and Purchase Documents, a number of units of Goods equal to or greater than the number specified in the Option and Purchase Documents; (ii) is able to and will (if Buyer issues a Purchase Order) make available and deliver the Goods, as set forth in the Option and Purchase Documents and herein, on or before the applicable Ship-By Date, pursuant to the Option and Purchase Documents, the Vendor Guide and Buyer's written instructions; (iii) is able to and will timely fulfill its obligations set forth in Paragraph F of the Option to Purchase and in the Purchase Order, as applicable, and in Sections 4(c) and 4 hereof; and (iv) if Seller is unable to fulfill its obligations under this Agreement or the applicable Option and Purchase Documents at any time for any reason, it will immediately notify Buyer and take prompt action to remediate such failure.

(g) Seller represents and warrants that: (i) Seller owns all right, title and interest in and to the Seller IP and has licensing rights in (with the right to sublicense to Buyer) the Third Party IP, and has the right to grant the License set forth in Section 12; (ii) the Seller IP and the Third Party IP, and any use thereof, shall not infringe, dilute, misappropriate or otherwise violate, anywhere in the world, any copyright, logo, trademark, service mark, trade name, rights in design, or other intellectual property right or right of privacy or publicity of any third party or any Applicable Law; (iii) the sale, importation, use or incorporation into manufactured products of all Goods and Services shall not infringe, dilute, misappropriate or otherwise violate, anywhere in the world, any letters patent, copyright, logo, trademark, service mark, trade name, rights in design, or other intellectual property right or right of privacy or publicity of any third party, and does not and will not result from the misappropriation of any trade secret or the breach of any confidentiality obligations to any person or entity; (iv) the Goods, any components and Samples thereof and any packaging and labeling related to the Goods and the Samples shall not infringe, dilute, misappropriate or otherwise violate, anywhere in the world, any patent, copyright, logo, trademark, service mark, trade name, trade secret, rights in design or any other intellectual property right or right of privacy or publicity of any third party; and (v) the Goods and any Samples comply in all respects with all Applicable Law pertaining to their design, manufacture, packaging, labeling and importation.

(h) The warranties herein cover Buyer, its affiliated entities and their respective customers. No warranties are deemed disclaimed or excluded unless agreed to in writing by an authorized representative of Buyer. Buyer's approval of designs furnished by Seller does not relieve Seller of its warranties under this Section 15.

(i) Each of Buyer and Seller represents and warrants that it has the full power and authority to execute and deliver the Option and Purchase Documents and this Agreement and perform its covenants, duties and obligations described therein and under this Agreement.

(j) The foregoing warranties, and all other warranties express or implied, survive shipment, delivery, final acceptance and payment.

16. Indemnification. Seller agrees to indemnify, defend and hold harmless Buyer, its affiliates and its and their respective directors, officers, managers, shareholders, members, employees, agents, successors, assigns and customers and users of the Goods from and against any and all claims, suits, actions, costs, expenses, penalties, liabilities, judgments or losses of any kind (including, but not limited to, all attorneys' fees, costs and expenses) directly or indirectly arising out of or resulting from: (a) a breach by Seller, its affiliated entities or any of their respective directors, officers, employees, agents, contractors or licensees of any representation, warranty or covenant under the Option and Purchase Documents or this Agreement; (b) the performance or failure to perform of Seller or Seller's agents, employees or Subcontractors under the Option and Purchase Documents or this Agreement; (c) any act or omission of Seller, its agents, employees or Subcontractors; (d) the Goods, including, but not limited to, any claims for false or deceptive advertising (to the extent such advertising was developed in reliance on representations or materials provided by Seller or its agents or employees), product defects, personal injury, death or property damages (including, without limitation, due to infestation or contamination); (e) any claim by a third party alleging that the Seller IP, the Third Party IP, any use thereof, the Goods or Services, the results of such Services, or any other products or processes provided under the Option and Purchase Documents, infringe, dilute, misappropriate, or otherwise violate, anywhere in the world, any patent, copyright, logo, trademark, service mark, trade name, trade secret, rights in designs, or other intellectual property right or right of privacy or publicity of any third party, whether such are provided alone or in combination with other products, software or processes; and (f) any claim by a third party alleging infringement, dilution, misappropriation, or other violation, anywhere in the world, of any intellectual property right, right of privacy or publicity of any third party, as a result of Buyer advertising or displaying the Goods or Services, or facilitating customers to search for or locate the Goods or Services. In addition to its other rights and remedies, Buyer shall have the right to cancel shipment or delivery of any Goods or Services to be provided hereunder to which any claim described in this Section 16 relates and to return to Seller for full credit or refund any such Goods or Services. If the Goods or Services, the promotion, resale, distribution or use thereof by Buyer, or the use thereof by Buyer's subcontractors or customers, is enjoined, is threatened by injunction, or is the subject of any legal proceeding, Seller shall, at its sole cost and expense and as directed by Buyer in its sole discretion: (i) substitute fully equivalent non-infringing Goods or Services; (ii) modify the Goods or Services so that they no longer infringe but remain fully equivalent in value and functionality; (iii) obtain for Buyer, its subcontractors or customers the right to continue using the Goods or Services; or (iv) refund all amounts paid for the infringing Goods or Services.

17. Remedies; Limitation of Liability.

(a) The rights of each party hereunder are in addition to its rights and remedies at law or in equity.

(b) TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL BUYER BE LIABLE UNDER ANY THEORY TO SELLER OR SELLER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR ANY THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE

OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OPTION AND PURCHASE DOCUMENTS, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING HEREIN OR IN THE OPTION AND PURCHASE DOCUMENTS TO THE CONTRARY, IN NO EVENT WILL BUYER'S LIABILITY HEREUNDER OR UNDER THE TERMS AND CONDITIONS EXCEED THE AGGREGATE PURCHASE PRICE OF THE GOODS AND SERVICES.

18. Compliance with Law; Gratuities.

(a) Seller warrants that the Goods furnished and the Services performed under the Option and Purchase Documents shall be manufactured, sold and performed in compliance with all Applicable Law. Without limiting the foregoing, Seller represents and warrants that it is familiar with and shall comply with: (i) all Applicable Laws that prohibit providing a payment of money or anything of value to a foreign government official, public international organization official, foreign political party, foreign political party official or candidates for such offices, either directly or indirectly, for the purpose of influencing official acts and decisions (including failures to act and decide) in order to assist in obtaining or retaining business or directing business to any entity, and any provisions of local law and Buyer's policies and procedures related thereto; and (ii) all Applicable Law regarding imports and exports, including, without limitation, any Applicable Law of the United States regarding unsanctioned foreign boycotts, anti-boycott laws and embargoed countries.

(b) Seller further represents and warrants that:

(i) Seller has not offered or given and will not offer or give to any employee, agent or representative of Buyer or any affiliated entity any gratuity with a view towards securing any business from Buyer or any affiliated entity or influencing such person with respect to the terms, conditions or performance of any contract with Buyer (including, but not limited to, any Option and Purchase Documents or this Agreement). Any breach of the foregoing sentence shall be a material breach of each and every contract between Buyer and Seller, including the Option and Purchase Documents; and

(ii) Seller has obtained, and will maintain during the term of this Agreement, all applicable regulatory approvals, applications, licenses, requests for exemption, permits or other regulatory authorizations with each applicable regulatory agency and any regulatory body necessary to conduct its business activities to date and to conduct its activities hereunder.

19. Insurance. Seller must carry and maintain insurance coverage satisfactory to Buyer, and at all times sufficient to cover Seller's obligations under the Option and Purchase Documents and this Agreement, and, upon Buyer's request, shall furnish Buyer with evidence of such insurance in a form satisfactory to Buyer. Seller must name Buyer as an additional insured under the applicable insurance policies as requested by Buyer.

20. Waiver; Severability.

(a) Any waiver of a provision of this Agreement or the Option and Purchase Documents must be in writing, expressly identify the provision to be waived and signed by an authorized representative of Buyer. Buyer's failure, whether single or repeated, to exercise a right hereunder will not be deemed to

be a waiver of that right and Buyer's delay in exercising a right will not be deemed a waiver of that or any future right.

(b) If any of the provisions of the Option and Purchase Documents or this Agreement are held by a court of competent jurisdiction to be unenforceable or invalid, then such provisions will be ineffective to the extent of the court's ruling. All remaining portions of the Option and Purchase Documents or this Agreement will remain in full force and effect.

21. Assignment. Seller is not permitted to transfer or assign any rights or obligations due or to become due under this Agreement or the Option and Purchase Documents (including, without limitation, in connection with a change-in-control) without the prior written consent of Buyer. Buyer may transfer or assign this Agreement and the Option and Purchase Documents to a present or future affiliate or pursuant to a merger, consolidation, reorganization, change-in-law or sale of all or substantially all of the assets or business to which this Agreement and the Option and Purchase Documents relate, or by operation of law, without notice to Seller.

22. Nonexclusive Order. This is not an exclusive agreement. Buyer is free to engage others to perform Services and/or provide Goods the same as or similar to Seller's.

23. Governing Law and Venue; Disputes.

(a) The validity, interpretation and construction of this Agreement and all other related matters are governed and interpreted by the internal laws of Switzerland (without giving effect to any choice or conflict of law provision or rule (whether of Switzerland or any other jurisdiction) that would cause the application of laws of any other jurisdiction). The parties agree that the United Nations Convention for the International Sale of Goods does not apply to this Agreement or any Purchase Order.

(b) Any disputes arising out of or relating to this Agreement, or the breach hereof or thereof, the rights granted or obligations undertaken herein or therein, or the Goods or Services hereunder and thereunder, including any disputes regarding the validity of this choice of forum clause, will be settled by the courts of Zurich, Switzerland. Venue shall be Zurich 1. Seller hereby submits to the exclusive jurisdiction of such courts.

24. Interpretation. The headings throughout the Agreement are inserted for convenience of reference only and are not to be considered in the interpretation or construction of the provisions thereof and hereof.

25. No Partnership or Joint Venture. Seller is an independent contractor, and nothing contained herein will be construed to create a partnership or joint venture among Buyer and Seller or to make either Buyer or Seller an agent of the other party hereto for any purpose.

26. English Language. The American English language version of this Agreement will control for all purposes. Seller hereby waives any rights it may have under its jurisdiction of formation or otherwise to require that this Agreement be written in or translated into any other language.

27. Multiple Counterparts; Electronic Transmission. The Option and Purchase Documents may be executed in one or more counterparts, each of which may be executed and transmitted by facsimile or other electronic method, and each of which will be deemed an original, but both of which will constitute one and the same instrument. In case this Agreement is in electronic form, Buyer and Seller agree to use the EchoSign service for the purpose of electronically signing this Agreement;

Buyer and Seller further agree that using an electronic signature shall be treated with the same legal force and effect as a signature written by hand, and will not be denied legal validity solely due to the fact that the signature is in electronic form.

28. [Reserved.]

29. Payment Claims. ANY CLAIM ARISING OUT OF OR RELATING TO ANY PAYMENT PAID OR OWED BY BUYER IN CONNECTION WITH ANY OPTION AND PURCHASE DOCUMENTS MUST BE MADE IN WRITING WITHIN SIXTY (60) DAYS AFTER THE EARLIER OF: (A) INITIAL PAYMENT BY BUYER IN CONNECTION WITH THE APPLICABLE GOODS AND SERVICES OR (B) SELLER'S FIRST KNOWLEDGE OF THE GROUNDS FOR SUCH CLAIM, AND ALL SUCH CLAIMS NOT SO MADE SHALL BE DEEMED WAIVED BY SELLER.

