



# GENERAL CONDITIONS OF PURCHASE

## NON-PRODUCTION – MNA & MEA (Rev. 11/2023)

### Article 1 – Application

1.1 The purpose of these General Conditions of Purchase (hereinafter "GCP") is to define the terms and conditions applicable to any order for the purchase of goods (hereinafter "Good(s)") and/or services (hereinafter "Service(s)") by MANITOU Equipment America, LLC and/or MANITOU North America, LLC (hereinafter each, individually, or together referred to as "MANITOU") from the seller of the Goods and/or Services (hereinafter referred to as the "Seller"), to which the GCP are attached or in which they are referenced. MANITOU and Seller are hereinafter called individually the "Party" and together the "Parties".

1.2 Unless a specific agreement has been signed between the Parties expressly stating that its terms and conditions shall control, it is agreed that these GCP shall apply in full in the event of an order accepted by the Seller pursuant to Article 2 of these GCP. Acceptance of the order (as defined in Article 2, below) is expressly limited to and conditioned upon these GCP, which cannot be altered nor amended without MANITOU's express written consent. Acceptance of an order shall be binding upon Seller and Seller's successors and assigns. This form supersedes any other Seller acknowledgements or forms, and in the event of any conflict or inconsistencies between these GCP and any other Seller acknowledgments or forms, the GCP shall control and govern.

### Article 2 – Order, Offer & Acceptance

2.1 Any supply of Goods to and/or performance of Services for MANITOU is subject to the prior issue of a purchase order, transmitted by mail, e-mail or via the MANITOU web portal (hereinafter the "Order"). The Order is an offer to enter into a contract. The Order may be revoked, amended or modified by MANITOU at any time prior to Seller's acceptance. Either of the following acts may constitute Seller's acceptance of the Order and these GCP: (a) Seller's execution and return of the acknowledgement copy of the Order or Seller's own acknowledgement form via mail, email, or MANITOU web portal; or (b) Seller's delivery of any of the Goods or commencement of the performance of Services subject to the Order. Any stipulation agreed upon by the Parties in the Order, or as set forth in a statement of work signed by both parties ("Statement of Work") shall be considered as a special condition which shall thus prevail over these GCP.

2.2 Acceptance of the Order pursuant to Article 2.1, above, automatically implies the Seller's acknowledgment of and adherence to the MANITOU Responsible Purchasing CSR Charter (Ref. STD-DO-SO-011), in the latest version made available by MANITOU (e.g. on the MANITOU web portal).

### Article 3 – Financial Terms and conditions

3.1 Price: Unless otherwise agreed by the Parties, the Order price is firm and final and includes the cost of packaging, where applicable, and any other cost, risk or charge related to the performance of the Order, in accordance with the delivery GCP

agreed to in Article 4 below. Any change in rates, payment GCP, or any additional cost of any kind whatsoever, shall be enforceable only if MANITOU has previously agreed to it in writing.

3.2 Invoicing and Payment: Invoices shall be made out to the names and billing addresses specified on the Order, and shall include the Purchase Order number, and, where applicable, the mode of transport, destination of the Goods, the customs code, country of origin, delivery note number and MANITOU item code. Payment terms are 2%Net60 unless otherwise agreed in writing.

3.3 Setoff: All claims for money due or to become due to Seller from MANITOU shall be subject to deduction or set-off by MANITOU by reason of any counterclaim arising out of this or any other transaction with Seller.

### Article 4 – Delivery of Goods and Performance of Services

4.1 Transfer of risks: The risks inherent in the ordered Goods depend on the delivery terms agreed between the Parties, in particular the choice of the ICC 2020 INCOTERMS® agreed upon in the Order; if no ICC 2020 INCOTERMS® is specified in the Order, delivery shall be deemed to be Goods Delivered and Duty Paid (ICC 2020 INCOTERMS® DDP) at the delivery address specified in the Order.

4.2 Transfer of ownership: The transfer of ownership of the Goods takes place upon delivery of the Goods to the address indicated on the Order.

4.3 Terms and conditions: Where applicable, the Goods must be properly and sufficiently packaged, in appropriate packaging taking into account their nature and the precautions to be taken, so that they do not suffer any deterioration or alteration of any kind whatsoever during their loading and unloading, their transport and their storage. The Seller shall be responsible for breakage, shortages and damage resulting from inadequate or improper packaging. In the event Seller delivers an overage or shortage of Goods, MANITOU may reject all or any excess Goods and any excess may be returned to Seller at Seller's expense. MANITOU is not obligated to any minimum purchase or future purchase obligations under these GCP.

All deliveries must be made during the hours of operation of the receiving department and at the location designated in the Order. All correspondence, in particular delivery and shipping documents, must be drawn up in accordance with MANITOU's requirements. The Seller shall provide the Safety Data Sheets (SDS) for the Goods as well as, if applicable, the storage conditions specific to the Goods delivered. The Goods must be accompanied by a delivery note and the consignment note. The delivery slip must include at least the Order number, the description and MANITOU reference of the Goods, the mode of transport and destination of the Goods, the customs code and the quantities delivered.

4.4 Deadlines: Time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all

performance dates, timetables, project milestones and other requirements as communicated in the Order or otherwise agreed to in a Statement of Work. Any event likely to have an influence on the delivery or timeliness of performance must be notified to MANITOU in writing immediately upon knowledge by the Seller. If, in order to comply with a delivery deadline, it becomes necessary for Seller to ship by a more expensive method than specified in the Order, any increase in transportation costs resulting therefrom shall be the responsibility of Seller, unless the necessity for such rerouting or expedited handling was caused solely by MANITOU. Seller shall notify MANITOU of any such increased transportation costs. In the event of a delay in delivery of more than five (5) business days, MANITOU reserves the right to request the termination of the Order to the detriment of the Seller and/or to have the Order performed by an alternative Seller of its choice, at the Seller's expense. In any event, the Seller shall use all necessary means to minimize the delay and its consequences. Seller shall indemnify MANITOU against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the delivery date.

Seller shall provide the Services to MANITOU as described and in accordance with the dates or schedule set forth on the Order, in any Statement of Work, and in accordance with the terms and conditions as set forth in these GCP.

The Seller will be responsible for any delay in delivery of goods or performance of Services, not attributable to the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; and (e) embargoes or blockades in effect on or after the date of the Order's acceptance. The Seller shall give notice as soon as practicable, but in no event later than 5 days, of the Force Majeure Event to MANITOU, stating the period of time the occurrence is expected to continue. Seller shall use diligent efforts to end the delay and ensure the effects of such Force Majeure Event are minimized. In the event that the Seller's delay remains uncured for a period of 30 days following written notice given by it under this Section 4.4, MANITOU may thereafter terminate the Order without liability or costs.

4.5 Receipt: Receipt of the Goods (which means checking of the packaging, identification and quantity of the Goods in accordance with the Order) shall be made at the delivery address indicated on the Order. The absence of any reservation upon receipt of the Goods shall in no way be construed as a waiver of any claim, right, or remedy available to MANITOU.

### Article 5 – Quality & Compliance of Goods

5.1 The Seller warrants to MANITOU that it and its subcontractors and Sellers have the technical capabilities as well as all the authorizations and licenses required to carry out their activities. The Goods are supplied, where applicable, with all the



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documentation and certificates relating thereto; the documentation and certificates will be made available to MANITOU at any time and/or supplied by the Seller on request by MANITOU.

### Article 6 – Seller's Obligations Regarding Services

Seller shall (a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services; (b) comply with all rules, regulations and policies of MANITOU, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; (c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as MANITOU shall approve; (d) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services; (e) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the MANITOU; and (f) keep and maintain any MANITOU equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the MANITOU's written instructions or authorization.

### Article 7 – Warranties

**7.1 Goods Warranty:** The Seller warrants that the Goods conform in all respects to the Order and to MANITOU's stipulations (in particular to the technical specifications, the specifications or any other written instructions from MANITOU), are free of all defects and faults, and will satisfy the use for which they are intended and the rules of the trade, laws, standards and regulations in force on the day of delivery, in particular with regard to health, safety, environmental protection and labor law. MANITOU may also claim compensation for all damages and additional costs related to Seller's failure to comply with its obligation to deliver in conformity. Seller agrees to replace or correct defects of any materials not conforming to the foregoing warranty promptly, without expense to MANITOU, when notified of such conformity by MANITOU, provided MANITOU elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming materials promptly, MANITOU, after reasonable notice to Seller, may make such corrections or replace such materials and charge Seller for the cost incurred by MANITOU in doing so.

Seller further warrants that all Goods, and all materials furnished as part of the Services, will comply with all applicable Federal, State,

Provincial and local statutes, laws, regulations, orders, and ordinances, including, without limitation, all environmental and occupational health and safety laws and industry standards and MANITOU's specifications that restrict or prohibit certain chemical compounds. Seller also warrants that its manufacturing processes of all Goods comply with all current industry safety standards, including labeling requirements and adequate warnings as required.

**7.2 Services Warranty:** Seller warrants to MANITOU that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under these GCP and the Order.

Seller warrants that Services will not be in violation of any applicable law, rule or regulation and Seller will have obtained any permits or licenses required to comply with such laws and regulations, that the Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright or patent rights, that Seller will not transfer or process personal information under this Purchase Order in a manner that necessitates MANITOU to obtain consent for the transfer or processing of personal information under applicable law, and Seller is not subject to and will not enter into any agreements or arrangements which preclude compliance with the provisions of this Purchase Order.

In the event MANITOU notifies Seller of any nonconformity with respect to the warranties set forth in this section, Seller shall, at its own expense, promptly re-perform the Services or correct such nonconformity as necessary to bring the deliverable into conformity with the applicable specifications (such specifications are to be mutually agreed upon by the parties pursuant to the Purchase Order). Seller's curative efforts are to be completed within the applicable "Cure Period" which shall be fifteen (15) business days, unless a different period is set forth in the Purchase Order. In the event Seller is unable to cure such nonconformity within the Cure Period, then MANITOU may immediately terminate the applicable Purchase Order. All warranties and other provisions of this paragraph will survive inspection or acceptance of and payment for the Services and completion, termination or cancellation of this Purchase Order.

7.3 These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. Any exclusion or limitation of liability clause, or any other clause restricting, in any manner whatsoever, MANITOU's remedies in documents of Seller, or otherwise, are hereby objected to and rejected.

### Article 8 - Intellectual Property

8.1 Each party shall retain exclusive ownership of its own knowledge (in particular know-how),

belonging to it prior to performance of the Order and/or developed or acquired independently of the Order, in any form whatsoever, whether patentable or not, as well as all related rights. The Seller shall keep confidential MANITOU's own knowledge that may come to its knowledge in connection with the performance of the Order and shall therefore refrain from reproducing, copying, assigning or using it for any purpose other than the performance of the Order.

8.2 All intellectual property rights relating to work carried out by the Seller for MANITOU (in particular, developments, studies, projects, prototypes, documents, plans, inventions, innovations and creations), regardless of their medium (hereinafter referred to as the "Results"), shall be assigned to MANITOU as they are created, said transfer of rights being included in the price of the Goods and/or Services paid by MANITOU. The Results developed for MANITOU may therefore not be sold to third parties. The Seller hereby grants MANITOU a free, non-exclusive, worldwide, irrevocable license, with the right to grant sub-licenses, for the entire legal duration of protection of the Seller's own knowledge and the duration of the rights held by the Seller, in order to allow MANITOU to fully exercise the rights granted to the Results.

8.3 The Seller shall indemnify and hold MANITOU harmless against any claims by third parties to intellectual property rights relating to the Goods and/or Services and belonging to the Seller, and shall therefore bear all judgments and costs resulting from such claims, including the additional costs of any necessary modification of the Goods or costs of obtaining license rights.

8.4 Except with MANITOU's prior written consent, these GCP do not grant Seller any right to use any trademark or other distinctive sign of MANITOU, including, but not limited to, the "MANITOU ®" and "GEHL ®" trademarks.

### Article 9 - Confidentiality

The Parties agree (a) to keep confidential all non-public, confidential and/or proprietary information that has been communicated in the course of the performance of the Order (with the exception of the Results, for which MANITOU is under no obligation of confidentiality), (b) not to reproduce, copy, transfer or use such information for any purpose other than the performance of the Order, and (c) not to disclose such information to any third party without the prior written consent of the disclosing party. Each party agrees to take the necessary steps to ensure compliance with this confidentiality obligation, which shall be maintained throughout the performance of the Orders and shall terminate ten (10) years after termination of the contractual relationship. At the end of the contractual relationship or upon request by the other party, each party shall return or destroy the information, except for archiving purposes in accordance with a legal or regulatory obligation.



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### Article 10 – Liability & Insurance

10.1 The Seller assumes responsibility for all damages, losses and costs incurred by MANITOU or any third party arising from or relating to Seller's: (a) breach of any representation, warranty or covenant made hereunder, or (b) performance and/or failure to perform or improper performance of the Order, which may occur during or after the performance of the Order.

10.2 The Seller shall hereby indemnify, defend, and hold harmless MANITOU, its subsidiaries, affiliates, authorized dealers and distributors and their officers directors, employees, agents, successors, assigns, and customers (collectively, "Indemnitees") from and against any claim, liability action, request for damages or legal action as well as compensation for any settlement borne by MANITOU with a third party due to bodily injury, material or immaterial damage caused by: (a) Seller's breach of any representation, warranty or covenant made hereunder, (b) Seller's negligent acts or omissions or intentional misconduct, or (c) a non-conformity, operating or performance defect or to a hidden or apparent defect in the Good(s).

10.3 The Seller shall maintain with an insurance company or companies Comprehensive General Liability Insurance (including liability hereunder) in the minimum amount of \$1 million dollars per occurrence/\$3 million dollars aggregate. At MANITOU's request, a certificate of such insurance shall be filed with MANITOU and shall provide for 10 days' prior written notice to MANITOU of cancellation or material change. Liability insurance limits shall not be construed to limit MANITOU's right of indemnity hereunder.

10.4 Nothing in these GCP shall be interpreted to exclude or limit Seller's liability.

### Article 11 – Subcontracting

The Seller may not subcontract MANITOU's Orders without prior written agreement. In any event, the Seller shall remain fully responsible and liable to MANITOU for its subcontractors. Nothing contained in this Agreement shall create any contractual relationship between MANITOU and any Seller subcontractor or supplier. Seller shall require each permitted subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon MANITOU's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to MANITOU.

### Article 12 – Termination

The Order may be terminated in whole or in part by MANITOU immediately upon written notice (a) in the cases expressly provided for in these GCP, (b) in the event of a breach of any of the provisions contained herein or in the Order, or (c) if the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. In the event of any such termination, MANITOU may procure, upon such terms and in such manner as MANITOU may deem appropriate,

delete data concerning him/her by writing to MANITOU.

Goods comparable to the materials covered by the Order so terminated, and Seller shall be liable to MANITOU for any excess cost of such comparable materials. In the event of any such termination, MANITOU may require Seller to deliver to MANITOU in the manner and to the extent directed by MANITOU, any completed or partially completed materials against MANITOU's payment of the portion of the price properly allocable to such materials. Seller shall continue performance of the Order to the extent not terminated. MANITOU shall have no obligation or liability to Seller with respect to the terminated portion of the Order. MANITOU's rights set forth in this section shall be in addition to MANITOU's other rights in the event of Seller's default.

The Order may be terminated in whole or in part by MANITOU for its sole convenience upon 30 days' written notice to Seller. If MANITOU terminates the Order for any reason, in whole or in part, Seller's sole and exclusive remedy is payment for the Goods received and accepted by MANITOU prior to the termination. All of Seller's obligations set forth in the Order and these GCP shall survive the termination or completion of the Order.

### Article 13 – Compliance with regulations

13.1 In general, the Seller shall comply with the legal and regulatory provisions, codes, practices, rules of the art and industry standards in force, which are applicable to it.

13.2 The Seller shall, at MANITOU's request, provide a certificate from the concerned authority (and for any renewal of said certificate) proving that it has fulfilled its obligations.

13.3 The Seller shall implement an information system security policy using sufficient physical, technical and administrative safeguards to protect personal data, business secrets or any other confidential data provided by MANITOU. The Seller must immediately notify MANITOU of any security incident or suspicion (including but not limited to a cyberattack, a ransomware-type event or illicit or unauthorized access or use of MANITOU's or the Seller's data and/or information system). In this case, MANITOU reserves the right to take any appropriate measure it deems necessary to protect its data and/or its information system.

### Article 14 – Processing of personal data

The Parties agree to comply with the applicable regulations on the protection of personal data and to use personal data only for the purposes of performing the Order and for the duration of the relationship. The Seller is hereby informed that MANITOU processes personal data for the legal purpose of the legitimate interests pursued by MANITOU, the performance of the Order, compliance with legal and regulatory obligations and the Seller's consent, through acceptance of the present GCP. This data may be communicated to MANITOU's service providers/subcontractors. It is kept by MANITOU for the time necessary for the operations for which it was collected and in compliance with the regulations in force. The Seller has the right to access, rectify, oppose and

### Article 15 – Audit

The Seller agrees to allow MANITOU, at any time, subject to prior notification within a reasonable period of time, to carry out an audit on the Seller's premises or, if applicable, at its subcontractors or Sellers. This audit may, in particular, cover the Seller's organization, the quality of manufacture of the Goods (including the raw materials, components or materials used), the capacity resources, the working conditions of the Seller's employees and service providers, the verification of compliance with the provisions set forth herein, or the security measures implemented by the Seller (in particular IT security).

Any inspections carried out by MANITOU shall in no way limit or exonerate the Seller from its responsibility for the Goods or Services.

### Article 16 – Applicable law & jurisdiction

16.1 All matters arising out of or relating to the Order or these GCP shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provisions.

The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is expressly excluded by the Parties.

16.2 Any dispute relating to the interpretation and/or performance of these GCP and/or to an Order shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin located in the City of Milwaukee and County of Washington, respectively, and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.

### Article 17 – Anti-corruption

MANITOU is committed to fighting all forms of corruption and informs the Seller that it has adopted an anticorruption code of conduct referring in particular to the United Nations Convention against corruption. The Seller shall comply with the laws and regulations, including all laws and regulations against corruption. The Seller shall not do nor fail to do anything, by action or omission, that would be likely to expose MANITOU to liability for non-compliance with existing regulations relating to the fight against corruption. The Seller also undertakes to inform MANITOU without delay of any event brought to its attention which could result in the receiving or giving of an undue advantage, financial or otherwise, in connection with these GCP and to provide all necessary assistance to MANITOU to respond to a request from a duly authorized authority relating to the fight against corruption.



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### Article 18 – Miscellaneous provisions

18.1 Severability. If any provision of the GCP is found to be invalid or unenforceable, only that provision shall be deemed to be unwritten and the remaining provisions shall not be affected.

18.2 Waiver. No forbearance by MANITOU, even if extended, shall constitute a modification to the GCP and/or the Order, or a waiver of its rights.

18.3 Notice. Any notice required or permitted under these GCP by Seller shall be in writing and shall be delivered via first class, postage prepaid, mail or courier addressed to: Sourcing Director, Manitou Equipment America, LLC, One Gehl Way, West Bend, WI 53095.

18.4 Entire Agreement. These GCP and any Order, along with any of the MANITOU documents referenced herein, constitute the entire agreement between the Parties. No waiver, consent, modification, amendment or change to the GCP or the Order shall be binding unless in writing and signed by both MANITOU and Seller.

18.5 Cumulative Remedies. The rights and remedies under these GCP and the Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity otherwise.