

## GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

### DEFINITIONS

**Attachment:** Accessory designed to adapt or enhance Equipment for a specific use.

**Equipment:** Seller-marketed machinery for handling, lifting, or warehousing.

**Firm Order (or "Order"):** Binding contract formed upon Seller's OA of a PO.

**Order Acknowledgment (or "OA"):** Seller's written confirmation of PO receipt and processing.

**Product:** Any Equipment, Spare Part, or Attachment.

**Purchase Order (or "PO"):** Purchaser's non-binding offer to purchase Products. May include instructions, documents, drawings, and specifications. A PO only becomes binding upon OA.

**Seller Policies:** Any Seller-issued document (e.g., charter, policy, manual, instruction, or directive), existing now or in the future, that is published on Seller's online portal or otherwise made available to Purchaser. Examples: Will Call Policy, Spare Parts Policy, Cooperation Charter for Key Accounts, Connected Machines Charter, Service Quality Charter, Service Manual, Parts Manual, and Operator Manual.

**Spare Part:** Seller-marketed replacement part.

### 1. APPLICABILITY

These General Terms and Conditions of Sale ("GTCS") exclusively govern all Product sales by Manitou North America, LLC ("Seller") to the purchaser named on a PO ("Purchaser").

If (i) Seller has issued specific terms applicable to a category of purchasers, or (ii) a Dealer Sales & Service Agreement, Key Account Sales Agreement, or Customer Sales Agreement (in any case, a "Sale Agreement") is in effect and relevant to the transaction, such Sale Agreement will govern only to the extent it conflicts with these GTCS. Seller's catalogues and other commercial materials are informational only and do not constitute binding terms.

These GTCS supersede any terms proposed by Purchaser, which Seller expressly rejects. Fulfillment of a PO does not constitute acceptance of such terms or modify these GTCS.

The OA will apply to the Product purchase unless Purchaser objects in writing within five (5) business days of OA receipt. By submitting a PO, credit application, or any other request for goods or services, Purchaser accepts these GTCS, which are incorporated by reference into, and made a part of, every Order.

Seller's delay or non-enforcement of any right hereunder does not waive future enforcement. Any provision found invalid, illegal, or unenforceable shall not affect any other provision hereof, which shall remain in full force and effect.

### 2. ORDERS

POs must (i) be submitted via Seller's portal (or

other approved method) and (ii) specify order type, designation, exact reference, and quantity per Product. Changes to an Order may be requested up until production of the Equipment has been scheduled (communicated via OA), unless Seller agrees otherwise. Changes to an Order may affect estimated delivery time(s) and price(s).

### 3. DELIVERY

Partial delivery is allowed. Delivery times are estimated and non-binding on Seller. If Seller revises an estimated delivery date more than four (4) months further than the originally-communicated estimated delivery date, Purchaser will be deemed to have accepted the revised delivery date, and waiver of the following cancellation right, unless Purchaser objects within five (5) days. Unless due to Force Majeure or Purchaser's default, if delivery has not occurred within four (4) months of the estimated delivery date provided in the second OA and a formal notice remains unanswered for one (1) month, Purchaser may cancel the Order. No penalties apply to Seller, and any deposit may be refunded. Delivery is subject to Purchaser fulfilling its contractual obligations.

#### Delivery Procedure:

Unless otherwise agreed in writing, Seller will deliver Products per Incoterms® 2020 (or then-current published Incoterms). For domestic shipment: FOB point of shipment. For international shipment: FCA point of departure. Delivery occurs upon (a) notice of availability or (b) transfer to carrier at Seller's premises. If transport is arranged at Seller's expense, Purchaser must document any damage or missing item on the delivery note and notify the last carrier by registered mail with acknowledgement of receipt within three (3) days of receipt. Failure to do so constitutes Product acceptance and waives claims for defects and Order non-conformance.

#### For Spare Parts and Attachments:

Seller may substitute ordered Spare Parts with interchangeable equivalents without penalty or liability for late delivery. Seller-branded packaging provided for Spare Parts is intended solely for Seller-supplied items. Purchaser is responsible for disposal of packaging waste.

### 4. RETURNS

Product returns require Seller's prior written approval. If approved, Purchaser bears all related costs, and Products must be in new, remarketable condition. Approved returns are subject to quality and quantity inspection, and credited at a depreciated value based on the Product.

#### For Spare Parts and Attachments:

Purchaser must ship approved Spare Part returns in original packaging and perfect condition within forty-five (45) days of approval. Claims or returns beyond this period will be rejected. Seller's return slip must be

affixed to the package per Seller's instructions.

### 5. WARRANTY

Products will materially conform to the Order, except where due to inaccurate or incomplete information provided by Purchaser, for which Seller bears no liability. All other warranties for Equipment, Spare Parts, and Attachments are set forth in Seller's General Conditions of Warranty, Service and Warranty Policies and Procedures, and any other Seller-published warranty document (collectively, "Warranty Manual"), which may exist and be updated periodically and which Purchaser expressly recognizes. Warranty exclusions are detailed in the Warranty Manual. Unless expressly stated otherwise, Seller disclaims all other warranties, including merchantability, fitness for a particular purpose, and non-infringement, whether arising by law, custom, usage, or otherwise. Purchaser confirms it has relied solely on the representations in these GTCS or any applicable Sale Agreement. Purchaser must properly register Equipment to ensure valid warranty, and must also ensure ongoing maintenance and reporting to Seller via certifying documentation.

Seller may inspect any alleged defect or non-conformity. Purchaser's exclusive remedy, and Seller's entire liability, for non-conforming Products is the repair, replacement, or refund of such Product, subject to the applicable warranty and at Seller's discretion.

### 6. LIABILITY

#### Force Majeure:

Seller is not liable for failure to perform due to events beyond its control that are unforeseeable and unavoidable ("Force Majeure"), including but is not limited to war, terrorism, natural disasters, strikes, supply chain disruptions, governmental or judicial orders, or other acts of God.

#### Late Delivery Liability:

Purchaser may not seek damages, penalties, or price reductions, nor withhold payment or cancel an Order, due to late delivery. If penalties are contractually agreed, the specified amount is final and capped at Purchaser's actual, substantiated losses.

#### LIMITATION OF LIABILITY:

IN NO EVENT SHALL SELLER OR ANY AFFILIATE BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, LIQUIDATED, LATE, DEFECTIVE, NON-DELIVERY, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES — INCLUDING ECONOMIC LOSS, LOST PROFITS, OR LOSS FROM PURCHASER'S THIRD-PARTY COMMITMENTS — WHETHER OR NOT ARISING FROM PRODUCTS, THEIR USE, THESE GTCS, OR RELATED CONTRACTS, REGARDLESS OF FORESEEABILITY, NOTICE, OR LEGAL THEORY. SELLER'S TOTAL LIABILITY UNDER THESE GTCS IS CAPPED AT ONE MILLION U.S. DOLLARS. THESE LIMITS APPLY EVEN IF

PURCHASER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

**Indemnification:**

Purchaser shall indemnify, defend, and hold Seller and its affiliates, representatives, successors, and assigns harmless from and against all claims, losses, damages, and costs (including but not limited to personal injury, death, property damage, and reasonable attorney fees), except where caused solely by a defect in Seller-manufactured Product. This includes claims arising from or related to: (a) Purchaser's statements or assurances about Products or After-Sales Services not aligned with Seller Policies; (b) negligent, intentional, or unauthorized acts or omissions by Purchaser or its agents; (c) Purchaser's legal non-compliance or breach of its obligations hereunder; and (d) Product use or modification resulting in third-party intellectual property infringement claims.

## 7. PRICE & PAYMENT

**Price:**

Purchaser may independently set its resale prices. Seller maintains the right to change its Product prices, discounts, or terms at any time without prior notice. Prices listed in Seller's most recent published price list will apply to all POs and unshipped orders once published.

For Purchasers under a Dealer Sales & Service Agreement, Seller will honor the price in effect when a PO is submitted for a thirty (30) day period following price change. This exception only applies if the PO is for a pre-existing customer order ("**Bona Fide Retail Sale**") and is clearly marked as such upon submission. If Seller changes any price, discount, or term, Purchaser's sole recourse for any unshipped Order is to communicate an objection within five (5) days and either cancel the Order or accept delivery at the new price. After five (5) days, Seller will deem such change as accepted and Purchaser must accept delivery under the revised terms.

**Payment:**

All sale prices are in USD. Purchaser is responsible for paying all applicable taxes, charges, duties, and special packaging costs. Invoices are issued on the date of shipment and are payable at Seller's registered office using methods accepted by Seller.

**Payment Obligations & Prohibitions:**

The terms and conditions set forth in the Schedule of Discounts and Terms, which are incorporated herein and form part of the Order, apply to all Orders.

All payments must be: (i) without any demand, set-off, counterclaim or deduction whatsoever; and (ii) free and clear of any tax-related withholding. Without Seller's prior approval, Purchaser may not offset receivables against credit notes.

**No or Non-Seller Financing:**

Unless Purchaser arranges financing through Seller, payment is due prior to Product shipment ("**Cash In Advance**").

For Purchasers with a Dealer Sales & Service Agreement, specific payment terms are

detailed in the Schedule of Discounts and Terms. Otherwise, deferred or term payments must be made on the agreed-upon due date with an approved instrument. Seller may, at its discretion and based on risk, require a Cash in Advance payment or additional guarantees if Purchaser's creditworthiness is deemed insufficient

**Seller Financing:**

To qualify and maintain Seller financing, Purchaser shall: (a) maintain financial records and prepare financial statements per U.S. generally accepted accounting principles; (b) submit annual financial statements to Seller within one-hundred twenty (120) days after the end of the fiscal year; (c) provide interim balance sheets and income statements upon Seller request; (d) share and update contact details for key personnel at least once annually; and (e) provide to Seller, upon request: (i) all information required by Seller Policies; (ii) after-sales service, maintenance, repair, and warranty information related to Products; (iii) details regarding any actual or threatened of third-party claims; (iv) information about any insurance claim involving Products; and (v) notification of any Product-related accidents or safety problems and assistance with any necessary investigations.

**Payment Delay:**

In the event of a payment delay, even a partial one, Seller may, without notice: (1) suspend or cancel any pending Order; (2) demand immediate payment of all outstanding sums, regardless of prior terms, without any obligation to resume order processing; (3) automatically apply late penalties, which are immediately payable and do not waive Seller's right to enforce them; (4) apply any partial payments to the oldest outstanding balances; (5) suspend all in-progress Orders if a bill of exchange is not returned on time; and (6) offset claims against outstanding balances.

For Purchasers who receive Seller financing, Seller may, in addition to the above, (i) declare all amounts due and payable; (ii) immediately suspend deliveries; and/or (iii) require Cash in Advance payment. Seller's exercise of these rights do not entitle Purchaser to any form of compensation. Seller also reserves the right to claim compensation for damages incurred due to Purchaser's payment default.

## 8. OWNERSHIP RESERVE

Product ownership remains with Seller until full payment is received, regardless of when risk of loss transfers under applicable Incoterms. Upon risk transfer, Purchaser must insure Product(s) and name Seller as owner. Purchaser is responsible for Product storage until ownership transfers. If Purchaser misses payment, Seller may reclaim Product(s) at Purchaser's risk and expense, regardless of possession. As collateral, and in accordance with Wisconsin's Uniform Commercial Code, Purchaser grants Seller a lien and purchase money security interest in all rights, title, and interest in Product(s), including any and all

replacements, modifications, and proceeds. Purchaser agrees to the terms of Seller's Security Agreement, which is hereby incorporated by reference and applicable to each Order for financed Products. Purchaser authorizes Seller to prepare and file financing statements signed solely by Seller covering the Products.

## 9. PRODUCT MODIFICATION; SPECIAL APPLICATION; REVERSE ENGINEERING

Purchaser shall not do or attempt to, and shall not allow another to or attempt to, modify, reverse engineer, decompile, reproduce, copy (except for backup), distribute, access source code, or alter any Product or embedded software, nor use unauthorized Attachments or Spare Parts, without Seller's prior written consent, which may be withheld at Seller's sole discretion. If such actions are necessary for intended use or interoperability with authorized items, Purchaser must first obtain Seller's prior written approval. Seller may impose additional conditions or deny consent entirely.

Seller retains exclusive authority over the application of Attachments and any approved modification, as defined in its catalog and these GTCS. Use of unapproved Attachments, including those not in accordance with applicable instructions, or improper installation of an Attachment not approved by Seller for the type of Equipment concerned, constitutes prohibited Product modification. Any breach of this article, without limiting any other Seller remedy, automatically voids Seller's warranty and liability for the modified Product, and Purchaser will be subject to the Indemnification section above.

Purchaser shall not handle Equipment or Attachments not listed in Seller's catalog or requiring a modification or adaptation based on technical specifications ("**Special Application**") without Seller's prior written consent, which Seller may withhold in its sole discretion. If Seller accepts the PO, it will manage the Special Application, and Purchaser shall provide support. Seller will determine feasibility, pricing, schedule, and applicable technical and financial conditions.

## 10. AFTER-SALES SERVICES

Purchaser may only make claims or guarantees regarding Products that are consistent with those in the Warranty Manual.

Purchaser may perform maintenance, repair, or warranty services ("**After-Sales Services**") only on Products it has purchased. Alternatively, Purchaser may have After-Sales Services performed by a Seller-authorized dealer or service provider. All After-Sales Services performed by Purchaser must comply with the Warranty Manual and Seller Policies. Purchasers authorized to perform After-Sales Services for third parties may independently determine pricing, payment terms, and conditions of sale for services not related to fulfilling Seller's Product warranty obligations. If Purchaser performs After-Sales Services, its

facilities, equipment, and tools must meet all requirements for satisfactory service as defined herein or in the Warranty Manual or any Seller Policies. Personnel involved in servicing must be properly trained and, where applicable, certified in the safe operation of Products. Purchaser shall ensure: (1) compliance with any maintenance schedule specified in the instruction manual or maintenance booklet, as applicable; and (2) implementation of any Product safety update, stop sale, recall, corrective action, campaign, quality control measure, retrofit, regulatory directive, or one-off After-Sales Service (“**Campaigns**”) directed by Seller or governmental authority, whether mandatory or optional, in accordance with Seller’s instructions.

Purchasers performing After-Sales Services must retain and provide to Seller all necessary information to determine warranty eligibility, including but not limited to Product details and purchase date.

For After-Sales Services performed by Purchaser under the Product warranty for its own benefit, Purchaser shall submit to Seller a warranty application. Reimbursement will be made according to Seller’s established pricing scheme and schedule.

In cases where Seller is obligated to maintain components typically serviced by their suppliers, Seller may perform such maintenance directly or through its distribution network. Upon request, Purchaser agrees to assume Seller’s maintenance obligations and comply with any supplier-imposed requirements. Purchaser shall be liable for any damage or loss resulting from a breach of these duties, and shall indemnify Seller against any third-party claims arising therefrom.

#### **11. HOLDING PERIOD**

Unless Purchaser has an effective Dealer Sales & Service Agreement or a Key Account Sales Agreement, Purchaser shall not sell a Product for at least twelve (12) months from delivery.

**USA Exception:** this holding period is reduced to six (6) months, only for Ultra Compact Telehandlers, Construction Telehandlers, and all products under the MEWPs umbrella.

#### **12. INTELLECTUAL PROPERTY**

All intellectual property rights of any kind in Products and related documentation (including, without limitation, patents, invention rights, copyright and related rights, moral rights, trademarks, logos, business and domain names, design rights, software rights, database rights, and any other intellectual property rights owned or licensed by Seller, whether registered or unregistered and including all applications) shall remain exclusively with Seller. Transfer of Equipment ownership does not constitute a transfer of any associated intellectual property rights.

#### **13. CONFIDENTIALITY**

All non-public, confidential, or proprietary

information or material disclosed by Seller—whether oral, written, electronic, or otherwise, and regardless of designation—is deemed confidential (“**Confidential Information**”). Confidential Information includes, without limitation, specifications, designs, drawings, documents, data, business operations, pricing, discounts, and rebates. Upon Seller’s request, Purchaser shall promptly return all copies of Confidential Information or, if instructed, destroy such materials and certify their destruction in writing. Seller may seek injunctive relief for any breach hereof. Obligations of confidentiality do not apply to information that is: (a) in the public domain; (b) known to Purchaser prior to disclosure; (c) lawfully obtained by Purchaser from a third party without restriction; or (d) developed independently by Purchaser without use of Confidential Information. Purchaser shall (i) protect Confidential Information using at least commercially reasonable care, (ii) use such only to perform under these GTCS or the Order, and (iii) not copy or disclose, unless to representatives with a need to know and bound by confidentiality obligations, without Seller’s prior written consent.

#### **14. CANCELLATION; TERMINATION**

##### **Cancellation:**

Except as permitted under Article 3, Purchaser may not cancel an Order. Any attempt to do so constitutes a breach of these GTCS. If Seller, at its sole discretion, permits cancellation, Purchaser may be subject to the following charges: (i) product cancellation fee; (ii) order management fee; (iii) re-stock fee; and (iv) forfeiture of any applicable discounts. Seller may allow Purchaser to reschedule an Order once. Any subsequent attempt to cancel or reschedule will trigger the fees and penalties listed above. Failure by Purchaser to timely accept Equipment delivery may result in a storage, forfeiture of discounts, and other remedies available to Seller.

##### **Termination:**

Seller may immediately terminate any Order by written notice if Purchaser (i) fails to pay when due; (ii) breaches these GTCS or any other agreement; (iii) becomes insolvent or subject to bankruptcy or similar proceedings; or (iv) fails to timely accept Equipment delivery. This termination right is in addition to all other remedies available to Seller under these GTCS. In the event of termination, Seller shall retain any advance payment made by Purchaser as liquidated damages.

#### **15. COMPLIANCE WITH LAWS**

Purchaser shall comply with all applicable laws and regulations governing its business operations, the performance under these GTCS, and Product use. This includes, without limitation, maintaining at its own expense all necessary certifications, licenses, credentials, and permits required for the purchase, use, or operation of Products, and refraining from any activity involving Products that would violate any applicable law or regulation.

Purchaser shall (a) complete all due diligence documentation requested by Seller; (b) comply with all applicable international sanctions, export controls, and trade restrictions (together, “**Trade Controls**”) administered by the U.S.A., France, U.K., E.U., and U.N.; and (c) not cause Seller to violate any Trade Controls applicable to it. Purchaser warrants that neither it nor any affiliate, representative, or customer is subject to or engaged in activities restricted by Trade Controls.

Seller has adopted an anti-corruption code of conduct referencing the United Nations Convention against Corruption. Accordingly, Purchaser warrants that it will (a) comply with all applicable anti-corruption laws and regulations, (b) refrain from any act or omission that could expose Seller to liability under such laws, and (c) promptly notify Seller in writing of any event that may result in undue advantage, financial or otherwise, in connection with these GTCS.

#### **16. PERSONAL DATA**

Both parties shall comply with applicable personal data (“**PD**”) protection laws (including EU Reg. No. 2016/679 (GDPR) where relevant), implement appropriate security and confidentiality measures, and retain PD only for as long as necessary to accomplish its intended purpose.

##### **PD Management – Connected Machines:**

Equipment may contain data collection devices (technical data, geolocation, etc.). Such raw data could be classified as PD. Thus, depending on the device type or collection method, Purchaser must (i) inform affected customers and obtain their prior consent, (ii) provide clear, accessible information regarding data collection and use, (iii) ensure lawful processing of PD, (iv) ensure data can be transmitted to Seller, and (v) transfer and grant access to such data upon Seller request. Responsibility for establishing and demonstrating a lawful basis for data processing remains with the data controller.

Information Notice: [www.manitou-group.com](http://www.manitou-group.com)

#### **17. JURISDICTION**

These GTCS are governed by and construed in accordance with the laws of the State of Wisconsin, excluding conflict of laws principles. If the parties fail to first resolve disputes amicably, exclusive jurisdiction for all legal proceedings shall lie with the U.S. District Court for the Eastern District of Wisconsin. Each party irrevocably submits to such jurisdiction, waiving objections based on venue or forum non conveniens.

#### **18. SURVIVAL**

Sections 6, 11, 13, and 17 of these GTCS shall survive termination or Order fulfillment.